

EAST INDIA (NAWAB OF SURAT).

RETURN to Two Orders of the Honourable The House of Commons,
dated 16 March and 14 May 1857;—for,

(ORDER, 16 March 1857.)

COPY "of CORRESPONDENCE between MIR JAFER ALI KHAN and the COURT
of DIRECTORS, and between the same and the PRESIDENT of the BOARD
of CONTROL, respecting the Property of the late NAWAB of *Surat*."

East India House, }
March 1857. }

JAMES C. MELVILL.

(*Sir Erskine Perry.*)

(ORDER, 14 May 1857.)

COPY "of the CORRESPONDENCE between MIR JAFFUR ALI KHAN and
the COURT of DIRECTORS of the East India Company, and between the
same and the Board of Commissioners for the Affairs of India, respecting
the Property of the late NAWAB of *Surat* (in continuation of the Papers
ordered on the 16th day of March)."

(*Mr. Seymour.*)

Ordered, by The House of Commons, to be Printed,
14 & 15 May 1857.

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Correspondence with the Court of Directors.

To Sir James C. McNeill, K.C.B., Secretary to the Honourable the Court of Directors of the East India Company.

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Court of Directors.

Sir,

I REQUEST you will do me the favour to lay before the Honourable the Court of Directors this letter, which I have now the honour of addressing to you.

In a letter received by me by the last mail from India, I am given to understand that the private estate of the late Nawab, now under sequestration, is about to be divided amongst the parties declared by the late agent, Mr. Frere, to be entitled to share therein, and that the Government of Bombay is about to issue orders to carry out Mr. Frere's decision without waiting to know the result of an appeal which I am about to make to the British Parliament.

Before leaving Bombay for England in 1853, I repeatedly solicited the authorities in Surat and Bombay, by letters, that no distribution might be made of his late Excellency's estate amongst the persons declared entitled thereto by the Honourable the Governor in Council until the result of my appeal to the authorities in England should be known; and I further begged that, in the event of such distribution being carried out, the Government, in justice to my daughters and myself, would take security from the parties, to whom one-half of his late Excellency's estate was about to be made over, to refund what they might receive, in the event of my succeeding in getting such decision reversed.

And I further pointed out that the Buckshee Meer Kumorodeen and Padshah Begum, were considerably and hopelessly involved in debt, and that whatever was made over to them would be dissipated, or seized by their creditors long before my appeal could be disposed of.

On my arrival in this country, and having ascertained that the Honourable Court of Directors, either from want of will or power were indisposed to interfere in the decision of the Government of Bombay; and having been advised by Her Majesty's Solicitor general and other eminent lawyers in this country, that Mr. Frere's decision was erroneous, and ought not to be submitted to, and that my course was to appeal to the Judicial Committee of Her Majesty's Privy Council, I applied to that tribunal for leave to appeal, and on the 30th June 1854, after hearing the argument of my counsel, Her Majesty's judges delivered their judgment, that, as members of the Judicial Committee of Her Majesty's Privy Council, and in the ordinary exercise of their functions, they had no jurisdiction, but intimated that an application to Parliament and the Crown was open to me, and that, if on an application to the Crown, this case should be referred to them for review, their Lordships would readily do their duty in hearing it.

Again, on perusing the long and elaborate judgment delivered by the Judicial Committee of Her Majesty's Privy Council, I felt strengthened in the conviction that injustice had been done to me, and that I ought not to submit to Mr. Frere's judgment until I had appealed to the Crown and (if necessary) to the British Parliament.

Accordingly, on the 10th of July in the same year, I sent in a petition to the Crown through the Board of Control, with a letter, showing why I should be allowed to appeal to Her Majesty's Privy Council. Copies of that petition and

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the letter are already before the Honourable Court. On the 26th August I received an answer, that my case could not be referred to Her Majesty's Privy Council. It was then too late for any reference to Parliament, and therefore I was obliged to remain passive until the meeting of the ensuing Session of 1855.

Having, however, always felt the greatest reluctance to take any step which might be considered hostile towards Government, I did not wish at once to appeal to Parliament if the necessity for doing so could be obviated, and hence it was that (although fully convinced of the justice of my claim to the fullest extent of my claim to the annuity) I consented to the compromise which was proposed in that behalf by Sir Erskine Perry, assented to by the late President of the Board of Control, and affirmed by the Honourable Chairman of the Court of Directors. The history and circumstances of that compromise are well known to the Honourable Court, and I need not here recapitulate them.

I was so sanguine and confident, from the repeated assurances of the present President of the Board of Control and the Chairman of the Honourable Court, that the compromise recommended by Sir Erskine Perry, and assented to by them, would be carried out, that it was with the greatest regret as well as astonishment that I learnt from your letter of the 29th June last, "that the Court could not comply with the request contained in my memorial of the 30th April last. All points relating to the stipend of the late Nawab having been already fully considered and finally disposed of."

It is perfectly known to yourself and the Honourable Court that the memorial thus replied to was sent in by me under an assurance that the prayer of it (which in fact embodied the terms of the compromise to which I have adverted) should be granted; and I may add, that the circumstances under which the compromise was proposed, were such as I should have supposed would have rendered it as much a point of personal honour as of public faith that the stipulation contained in it should, on the Court's and the President's part, be duly carried into effect.

After the repudiation of the pledge thus given, nothing was left for me but to appeal to the British Parliament. Accordingly, on the 17th July last, Sir F. Kelly, in consequence of a notice which he had given in the House of Commons, was to have brought in a Bill for the amendment of the Act 18, of 1848, of the Legislative Council of India; and Sir Erskine Perry has also given notice that early next Session he will move for a Select Committee to inquire into the conduct of Government towards the descendants of the late Nawab of Surat. Sir F. Kelly's motion was postponed on the 17th of July on account of there not being a sufficient number of Members present on that day to form a House. But he perseveres in his intention to bring in his Bill in the next Session for the above-mentioned purpose.

I therefore respectfully request that the Honourable the Court of Directors will issue instructions to the Government of Bombay not to dispose of the property of the late Nawab until the decision of Parliament shall be known. I fully trust that this application will not be denied me, as hitherto I have been assured by the former Chairman of the Court, that no distribution would take place until the case should be finally disposed of in this country; and I humbly trust that the Honourable Court will not inflict more injury on me and my family by refusing this application, as such refusal would render any decision of Parliament in my favour practically null and void.

I have, &c.

24, Maida Hill West,
25 August 1855.

(signed) *Jaffer Alee.*

To Meer Jaffer Alee Khan, 24, Maida-hill West.

Sir,

East India House, 20 September 1855.

I HAVE laid before the Court of Directors your letter, dated the 25th ultimo, requesting that the Court will instruct the Government of Bombay not to execute the award of Mr. Frere respecting the rights of inheritance in the private estate

estate of the late Nawaub of Surat, until the result of certain intended applications to Parliament shall have been ascertained; and, in reply, I am directed to inform you, that the Court decline to interfere in the matter.

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I am, &c.
(signed) *J. D. Dickinson,*
Deputy Secretary.

To the Honourable Chairman of the Court of Directors of the Honourable East India Company.

Honourable Sir,

1. THE President of the Board of Control stated, on Friday evening last, in the House of Commons, that he trusted I would again address myself with respect to the claims of myself and my daughters to the Executive Government of India, as they were disposed to meet those claims with the utmost liberality.

2. I have always been desirous that the case of my daughters and of myself should be settled in the manner suggested by the Right honourable President, both from the desire to stand well in the eyes of the Government under which my family and myself must necessarily pass our lives, and from a sense of the enormous difficulties which oppress a native of India like myself in prosecuting claim, however well founded in justice, against all the powers of Government.

3. As instances of what I say, I may be permitted to remind the Court, that I willingly assented to the proposition made by Sir Erskine Perry to the late President of the Board of Control, and agreed to by the latter, to surrender half the claims of my family for a grant in fee of the remainder, and on the Chairman of the Court of Directors inviting me, in writing, to send in an application to that effect, which he and the President would sanction, I immediately did so; but the compromise was rejected by the Court of Directors.

4. So, again, in the present year, after the unanimous decision by the Committee of the House of Commons in favour of the construction which I and all the legal authorities I had consulted always placed on the treaty of 1800, I showed no disposition whatever to pursue my triumph over the Honourable Court, but yielded at once to the offers of compromise again held out by the President of the Board of Control; and although I felt strong misgivings that, in acceding to the terms which the President and the Chairman of the Court agreed to as the basis of an arrangement, I was not sufficiently insisting on the clear legal and equitable rights of my daughters, I gave my assent for the reasons which I have alleged in paragraph 2.

5. But that compromise, although brought forward under the high authority of the President of the Board of Control, and the Chairman and the Deputy Chairman of the Honourable Court, was also rejected.

6. Under these circumstances I would respectfully submit, that as the Court of Directors evidently take so strong a view of the invalidity of my claims, and as I, of course, after the calm and judicial investigation of a tribunal composed of four of Her Majesty's counsel, and presided over by an eminent statesman, whose previous bias was necessarily in favour of Government, must be more confirmed than ever in the conviction of what my daughters are entitled to in law and justice,—I say, I would submit, that the only satisfactory solution which can now be arrived at, would be by a reference of the whole matter to the Judicial Committee of Her Majesty's Privy Council.

7. I need not enforce upon the Honourable Court, that if the true meaning of the treaty of 1800 be, as has been declared by the Select Committee of the House of Commons, there can be no claimants to the stipend secured by it but the immediate family of the late Nawab, that is to say, his two granddaughters and widow; for although a claim has been set up for a share on behalf of the Bukshee and his cousin, the Honourable Court will remember, that in reply to a similar suggestion which was made by Mr. Willoughby, at Bombay, in 1846, the Court of Directors expressed themselves as follows, in their public despatch of 15 March 1848:—

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“You have recommended that a pension of 12,000 rupees per annum be granted to the Bukshee, in consideration of his indigence and connexion with the family of the late Nawab. The Bukshee branch of the family possesses a separate provision of 24,000 rupees per annum from Government; having neither been entitled to nor received any support or pecuniary assistance from the Nawab, he has no claim, after the Nawab's death, to anything beyond the share of the private property to which he may be entitled by law.”

8. And it is quite clear that the two pensions of 15,000*l.* a year and 2,400*l.* a year, which were granted in 1800 to the Nawab and the Bukshee, and their respective families, were intended for those families only; and I am informed that in no one case has the Government of India ever granted such stipends to the heirs general, that is to say, to the remote collateral relatives of any grantee.

9. Nevertheless, as this claim has been raised in England, and as the Bill which I procured to be brought into Parliament reserved the right of any such heirs to assert their claim in a court of justice, I fully admit the propriety of allowing the Bukshee and his cousin the right of appearing and being heard by counsel, on any reference to the Privy Council.

10. I also need not enlarge to your Honourable Court on the propriety of my being allowed to question, before the Privy Council, the merits of the decision by the Bombay Government on the private property of the late Nawab. That decision turned upon many disputed and involved questions of fact, and on the due application of various principles of law. It is obvious, that such questions could only be properly discussed and decided by the patient and searching investigation which takes place in a court of justice, where both parties are heard by their professional advisers. I am now given to understand that your Honourable Court has always been of opinion, and Sir James Weir Hogg stated publicly in the House of Commons, that this part of the case ought to be referred to the Privy Council, and although the fallacy has been started, that the Bukshee and his cousin have got a vested right in the decision of the Bombay Government, under Act 18 of 1848, your Honourable Court knows well that this is a complete error, and arises from a want of knowledge of the constitution of Indian Government, since no Act of a subordinate Government, nor even of the Supreme Government of India, can be made independent of the executive control of the authorities in England. The Bombay Government, indeed, has acknowledged this most expressly in the present case, for although they arrived at a decision against my claims three years ago, they have forborne to carry it into execution until I had prosecuted my appeal to the authorities in England.

11. I will merely add, in reference to this subject, the words of Lord Justice Knight Bruce, in delivering the judgment of the Privy Council in my case, and which is a solemn decision that the Lords of the Privy Council have jurisdiction to entertain my appeal, if Her Majesty shall be advised by the Executive Government of India to refer it to their Lordships:—“The petitioner, therefore, will take such course as he may be advised with reference to an application to the Crown, through the Board of Control or otherwise, by possibility, in consequence of such application, if made, the matter may come here again, and their Lordships will readily do their duty in hearing it.”

12. Such appeal I have made successively to your Honourable Court, to the Board of Control, to the Privy Council, to Her Most Gracious Majesty, and, lastly, to Parliament, all hitherto in vain, although assured at every step of the proceedings that my claims are unanswerable; and now, as the highest authorities in Parliament, who have successfully opposed my obtaining redress in Parliament, have intimated that the Judicial Committee of the Privy Council is the fit tribunal to hear such a case as mine, I do most earnestly supplicate the Honourable Court to assist me, as one of their subjects and a stranger, to obtain a judicial hearing of my case, and allow the substance of my daughter's claims to be argued on their merits before that august tribunal, without the interposition of any of those forms and technicalities which seem still so strangely to obstruct the administration of British justice.

13. If leave were obtained for me to present my petition to the Privy Council, the case might be set down for hearing at once, and come on in November, by which

which time the parties in India would have full opportunity to instruct their legal advisers in England, and to appear before their Lordships in the Privy Council, if they should be minded to prosecute their claim.

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14. And as I have been now for 14 years engaged in this litigation, and as for the three last Sessions of Parliament I have been continually cheered with the notion that my case was approaching a final decision, I trust that the Honourable Court will not think me impertinent if I press for an answer to this application before Parliament prorogues.

I have, &c.
(signed) *Jaffur Alee.*

15, Warwick-road West, Paddington, . .
London, 15 July 1856.

To *Meer Jaffur Ali Khan*, Bahadoor, 15, Warwick Road.

Sir,

East India House, 22 July 1856.

IN reply to your letter of the 15th instant, I am commanded by the Court of Directors of the East India Company to acquaint you, that you have not correctly stated the circumstances which have occurred between yourself and the Court on the subject of the claims of your family: neither have you acted upon the intimation of the President of the Board of Commissioners for the Affairs of India, in the House of Commons, that your first step should be to address yourself again to the Executive Government for a reconsideration and settlement of your case, with which that Government is prepared to deal liberally.

As regards, however, the principal object of your letter, that the Court would assist you to obtain a judicial hearing of your case before the Privy Council, I am directed to state that it is not within the province of the Court of Directors to interfere in such a matter, as it rests exclusively with Her Majesty's Government to determine upon the propriety of submitting to judicial investigation the interpretation of a political treaty.

I have, &c.
(signed) *James C. Melvill*, Secretary.

To the Honourable the Court of Directors of the East India Company.

Honourable Sirs,

I REGRET to learn from Secretary Sir James Melvill's letter to me of the 22d ultimo, that I misunderstood the course which it was desired I should pursue in communicating with your Honourable Court, but in accordance with the instruction conveyed to me, I now beg to submit my case for reconsideration, in order that it may be settled by the Executive Government with the liberality with which I am gratified to learn the Government is prepared to deal with it.

I have already, on former occasions, submitted to your Honourable Court the grounds on which I have deemed the late Nawab's descendants entitled to the annuity paid to him, and I trust I need not now reiterate them, as they have received such minute and prolonged investigation at the hands of the Committee of the House of Commons, who unanimously found the preamble of the Bill promoted by me in Parliament to be proved, thus affirming that by the treaty or agreement of 1800, the East India Company agreed to pay to the Nawab Nussceerooddeen and his heirs, out of the revenues of Surat and its dependencies, in four equal quarterly payments, one lack of rupees annually, which should be considered the first charge payable from the said revenues, with one-fifth of the net monies after certain deductions. That before the consent of the Meer Nussceerooddeen Khan to the said treaty was finally obtained, a representation was made to him by Mr. Duncan, then Governor of Bombay, who negotiated the same as an inducement to sign the said treaty, that the new treaty would give a security for an honourable provision to the Nawab and his family and descendants, from generation to generation, greater than they had ever yet had since the former articles of agreement of 1759, were evidently only of a tem-

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porary nature, whereas the Company never failed in a strict adherence to their engagements, and would then become bound in perpetuity to the support of the Nawab and his family; and further that a stipulation for a man and his heirs, meant for ever, or until such heirs become extinct, and such representations were duly reported to the Court of Directors of the East India Company by their said Governor, and by virtue of such treaty the East India Company assumed the whole civil and military Government of Surat, and the revenues thereby conceded, and did still receive the same.

That notwithstanding that the said dignity or office of Nawab may have ceased, the East India Company were bound both by the express terms of their said treaty and the said representations of the meaning thereof, to continue the payment of the said annuity to the heirs of the said Nusseerooddien, if any there be.

Though your Honourable Court might be unwilling to accept the decision of any Committee of the House of Commons in preference to your own judgment on this case, you will no doubt feel that you have on no occasion had the advantage enjoyed by the Committee, of having all the records bearing on the subject brought before you, and fully discussed by counsel on both sides during a hearing of five days, but I have no doubt your Honourable Court will be prepared to give due weight to the deliberate conclusions at which the Committee arrived, and to the judgment pronounced, after prolonged debate, by the House of Commons itself, by a majority of 213 to 28 in favour of the Bill.

However strong may be my own convictions of the justice of my claims, which has prompted me to incur for many years so much vexation, privation and loss, I would prefer any reasonable adjustment of them by the consideration and favour of your Honourable Court to the continued assertion of them by the course which I have been of late left to pursue; and when I settled and signed with the Secretary of the Board of Control the terms of a compromise whilst the Bill was in the House of Commons, I had hoped that the case would have been brought to a conclusion satisfactory to the Executive Government.

These terms, I venture to think, are so fair and reasonable that I subjoin them for your Honourable Court's mature deliberation.

1st. The pension of 15,000 *l.* a year, to commence from the death of the late Nawab in August 1842, and to continue until the death of the last survivor of Meer Jafur Alee and his daughters.

2d. The arrears to be paid, after deducting the money already paid, to the Nawab's family and dependants.

3d. The pensioners now enjoying emoluments from Government to continue receiving their pension during their lives, and on their death their pension to lapse to Meer Jafur Alee and his daughters.

4th. The private estate question to be referred to the Privy Council, for review and decision.

5th. None of the collateral heirs to participate in the present arrangement with regard to the pension or the arrears.

6th. The annuity, if paid from 1842, would have been paid to Meer Jafur's wife, and at her death to Meer Jafur for his daughters; but as he has been put to great expense in litigation for 14 years past, and has incurred debts on behalf of his daughters, it is agreed that one half of the total arrears shall be paid at once to Meer Jafur, and the other half be vested in trustees for the daughters and their heirs. Meer Jafur and the Secretary for Government in the Judicial Department and the Accountant-general to be trustees.

In urging the adoption of this arrangement by your Honourable Court I may be permitted to remark, that no real ground exists for supposing, that whilst reasonable concessions are made to the immediate family at the late Nawab's, injustice might be done to others.

Unless your Honourable Court recognise the right of the Nawab's heir to the annuity as part of his private estate, his heirs, by Mahomedan law as such, could have no claim to participate in it, but the Government of India has, I believe, invariably held that the heirs of the person with whom such an engagement is made

made are his lineal descendants, in accordance with the explanation of Governor Duncan, above noticed; and if, therefore, the collaterals should even be found ultimately entitled to participate in the other property of the late Nawab, I have never felt any difficulty in maintaining that, according to the true intent and meaning of the articles of agreement, the descendants only of the Nawab were entitled to the pension; but as your Honourable Court does not even acquiesce in this restricted interpretation of the treaty, I presume you would not proceed to a compromise upon a far more extended view of it, which you have repeatedly condemned, and at variance with general usage.

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It is right that I should remind your Honourable Court, that on the treaty being made, the collateral relatives of the Nawab being separately provided for, did not remain under his jurisdiction, as part of his family, and at the time of the Nawab's death they were treated as wholly independent, and were sued in the ordinary courts of justice without any privilege, though, being involved in debt and harassed by their creditors, they were, on the recommendation of the Bombay Government, exempted from the jurisdiction of the courts of justice as if they were in the same position as the Nawab's family, who had been so exempt in his lifetime, but this great favour to the collaterals, which was an unexpected boon to them, surely cannot entitle them to any participation in the annuity.

With regard to the proposed payment of the arrears, I can assure your Honourable Court that the large sums I have disbursed in my journeys to England, and in prosecuting my claims, both in India and in this country, and in adjusting the affairs of the Nawab's estate, together with the heavy charges for interest on money necessarily borrowed, both for seven years, whilst no payments were made to us by the Government, and since amount to these arrears, I should personally be a sufferer in favour of my daughters for any small portion of arrears which the Government may think fit to withhold its payment to me under the proposed settlement, and which happily the honourable position of my father will enable me to bear this sacrifice. If any doubt remains of the accuracy of this statement I shall be happy to supply satisfactory information to any gentleman whom you may be pleased to appoint to investigate the subject.

One of the members of your Honourable Court having already expressed his opinion in Parliament that an appeal should have been allowed in the usual course from the orders of the Governor in Council respecting the estate of the Nawab, I need not urge the propriety of whatever steps are necessary being taken to allow us the right of appeal, of which we have been deprived only by a confusion of terms in the Act of the Legislative Council; and as there seems to be so much doubt and difficulty regarding the measure in which this appeal should be allowed, I may suggest, that if no other course can be pursued, it is open to your Honourable Court to direct the Legislative Council of India to pass a short Act to amend the defect in that under consideration.

I have, &c.
(signed) *Jaffer Alee.*

15, Warwick-road West, Paddington,
16 August 1856.

To Meer Jaffer Alee Khan, 15, Warwick-road West, Paddington.

Sir,

East India House, 20 November 1856.

THE Court of Directors have had before them your letter, dated 16 August, soliciting a reconsideration of their decision and proceedings relative to the stipend and property of the late Nawab of Surat; and, in reply, they direct me to state that, having every disposition to receive, in a liberal spirit, any application from you on the subject, they regret that your present proposal is not such as they can accede to.

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Court of Directors.

I am directed to remind you, that the adoption by the Court of the opinion of the Committee of the House of Commons, on which much stress is laid in your letter, would preclude them from making any disposition of the stipend described in the treaty of 1800; would necessitate the suspension of all payments therefrom, and would leave to be determined by judicial tribunals the question of who are the parties entitled to that stipend, as heirs of the Nawab Nussur Oodeen Khan, within the meaning of the said treaty.

The Court of Directors have, after full deliberation, on several occasions recorded their conviction, that all right to the stipend described in the treaty terminated on the death of the last Nawab, Meer Afzul Alle Khan; and they desire it may be understood that any concession which, in deference to the opinions and feelings which have been expressed in other quarters respecting your case, they may be willing to make, is to be regarded only in the light of an increased exercise of the liberality already shown to you and to your family, and in nowise as an abandonment of the position which they have hitherto maintained.

With these preliminary remarks, I am directed to state that the Court will not object to devote (prospectively) the whole of the stipend of 1,50,000 rupees per annum to a life provision for the family and dependants of the late Nawab, in the following manner.

The pensions of the two widows of the late Nawab Mussamut Ameer ool Nissa Begum and Muss' Padsha Begum, to be raised from 14,400 rupees to 20,000 rupees per annum respectively. These pensions, and the allowances already granted to other parties than yourself and your daughters, will be maintained on the conditions already attached to them, but the balance of the sum of 1,50,000 rupees, after providing for the above-mentioned grants, which balance, to render their proposal distinct and definite as to amount, the Court are prepared to fix at 1,00,000 rupees, they will appropriate to yourself and two daughters, being the grand-daughters of the late Nawab, in equal portions, during your lives. This grant to lapse to the Government on the death of the survivor of the three grantees.

In consideration of the expenses which you state that you have incurred by your residence in England, and with a view to assist you in making a further provision for your daughters on the occasion of their marriage, the Court will grant you, in free gift, the sum of two lacs of rupees, or 20,000 *l.* sterling.

The question of the private estate of the late Nawab is a distinct and separate one, that has been adjudicated by the local authorities under a special law, passed out of consideration to your family, and it is not within the province of the Court of Directors to interfere further in the matter.

I have only, in conclusion, to state, that the arrangement now proposed must be considered as a final settlement of the question of the claims of yourself and family.

I have, &c.
(signed) *James C. Melvill*,
Secretary.

To Sir *James Cosmo Melvill*, K. C. B., Secretary to the Court of Directors of the Honourable East India Company.

15, Warwick-road West, Paddington,
3 December 1856.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 20th of November 1856, stating "that the Honourable Court will not object to devote prospectively the whole of the stipend of 1,50,000 rupees per annum to a life provision for the family and dependents of the late Nawab, and 1,00,000 rupees thereout to myself and two daughters, being the grand-daughters of the late Nawab, in equal portions during our lives; this grant to lapse to Government on the death of the survivor of the three grantees."

Before giving a final reply to this proposition, I would solicit the favour of
being

being informed whether I understand the meaning of the Honourable Court to be, that it will continue the payment of the whole sum of 1,00,000 rupees until the death of the last survivor of the three grantees.

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I am most anxious to come to a clear understanding regarding the private property. That question involves several to me most important points, all on my lineage and reflections on the legitimacy of my late wife, &c., all of which I am most anxious to have fully investigated before a legal tribunal, the pecuniary interests being comparatively insignificant.

I have always been informed that the Honourable Court stood wholly indifferent between me and my opponent on these questions, and Sir James Weir Hogg was understood to express in the House of Commons the feelings of the Court that these questions ought properly and in justice to be determined by the Privy Council.

I trust it will cause no surprise if I address myself on the private question to the authority with whom it lies to take the pleasure of Her Majesty in Council.

In order to clear up a misconception on this point, I beg, in conclusion, to state, that the Honourable Court have repeated an erroneous statement which has been often made, that the Special Act passed in India, was passed at my request; I protested vigorously against that Act. I suggested an amendment before it was passed, which was unnoticed; and if that amendment had been adopted, an appeal to the Privy Council would have lain as a matter of course.

I have, &c.
(signed) *Jafur Alee.*

To Meer Jaffer Alee Khan, 15, Warwick-road West, Paddington.

Sir,

East India House, 23 December 1856.

I HAVE laid before the Court of Directors your letter of the 3d instant, in reply to mine of the 20th November last.

I am desired by the Court to state, in reply, that you have correctly understood the meaning of the Court with respect to the stipend of 1,00,000 rupees per annum, which they are willing to grant in equal portions to yourself and your two daughters. The Court's intentions are, that the whole amount of 1,00,000 rupees should continue to be paid until the death of the last survivor of the three grantees.

With regard to the private property, I am directed to observe, that the power of permitting any further judicial proceedings rests exclusively with Her Majesty, and that the Court have no opinion to express on the subject.

I am directed, in conclusion, to express the expectation of the Court that, having now afforded to you the explanations you solicit, they shall receive from you, without further delay, a final reply.

I am, &c.
(signed) *James C. Melvill,*
Secretary.

(True copies.)

East India House,
March 1857.

J. S. Mill,
Examiner of India Correspondence.

Correspondence
with the
Board of Control.

Correspondence with the Board of Control.

From Meer Jafur Alee Khan, Bhadoor, Son-in-law of the late Nawab of Surat, to the Right Honourable Sir Charles Wood, Bart., M. P., President of the Board of Commissioners for the Administration of India.

Sir,

110, Gloucester-place, 10 July 1854.

I HAVE the honour to forward herewith the copy of a petition to Her Majesty in Council, and I beg to submit for your consideration the circumstances under which it is presented, trusting that I may be able to satisfy you that it is a proper case to be referred to the Judicial Committee of the Privy Council.

The late Nawab of Surat, under the treaty entered into by his father with the East India Company, and by the Bombay Regulations No. 2 of 1827, s. 21, was exempt from the ordinary jurisdiction of the local courts, and was at liberty to dispense justice over his relations and servants, but on the death of the Nawab in the year 1842, the Government having been of opinion that the dignity of Nawab ceased, the exemption from the jurisdiction of the local courts ceased also, and in the ordinary course of events the estate of the Nawab, which was within the local jurisdiction of the Zillah Court of Surat, could have been administered by that court, of which the judge could under the Regulations have been empowered to decide in the first instance to whom the residue of the estate the Nawab died possessed of, rightfully belonged, either in conformity with any engagement entered into by the Nawab in his lifetime, or by the right of inheritance.

It being however repugnant to the feelings of natives of India of rank to resort to the ordinary local courts of justice, the family of the late Nawab willingly abstained from any appeal to the Zillah Judge, and they offered no resistance to the officers of Government taking charge of the Nawab's property, feeling confident that whatever course the Government might pursue, it would extend to them the same measure of justice as they would be entitled to obtain in the established legal tribunals, anticipating however that the Government of Bombay would ultimately place them in the same position as other natives of similar rank, for I may remind you that by the Bombay Regulations, No. 20 of 1827, section 5, it is provided as follows:—

Suits against the persons belonging to the first of the classes comprised in the agent's list, being individuals of the very first distinction and influence under the Peishwa's government, on account of their birth, their political importance, or the religious estimation in which they were held, shall be conducted and decided by the agent; reference being had in the most ample degree to the privileges of the defendant by former usage and custom enjoyed, and to other peculiar characteristics of the case, conformable to like usage and custom; and no decree against any such defendant shall be enforced, until the suit and all proceedings thereon shall have been referred to the Governor in Council (to whom also the plaintiff may appeal), who, as a special superior court for the adjustment of such suits, will pass such order thereon as he may deem just and equitable; an appeal to the King in Council being open to either party.

The officers of Government at Bombay finding that they had no right or power to interfere with the Nawab's estate in consequence of his decease, and the operation of the said Regulations, applied to the Legislative Council of India to confer upon them the requisite authority, and accordingly an Act was passed, No. 18 of 1848, which in terms by no means clear empowered the Government in Council at Bombay to act in the administration of the estate of the Nawab, and to make distribution of it amongst his family, and exempted myself and certain other connexions of the late Nawab from the jurisdiction of the ordinary courts.

The Right honourable the Governor in Council in execution of this Act, remitted the administration of the Nawab's estate and the determination of all questions affecting it to the Agent of the Right honourable the Governor of Surat, when I submitted for the consideration of the Agent, a claim to the residue of the estate

estate of the late Nawab in my own right, under an agreement entered into by him with me, and in right of my daughters who were his only descendants. Other connexions of the Nawab claimed certain shares of his estate under the religious law of the sect of Mahomedans to which it was said the Nawab belonged, and the Agent after a prolonged investigation delivered a written judgment adverse to my claim, but as I believe and am advised, contrary to justice and right. I then appealed to the Right honourable the Governor in Council, but his Lordship was pleased so far to act upon the decision of the Agent as to adjudge the residue of the estate of the late Nawab to be divided in accordance therewith.

I beg, however, to refer you for a more full explanation of the nature of the controversy, to the petition itself, from which you will perceive that the question is one which can only be satisfactorily decided by judges possessing great knowledge of judicial principles and equally great experience in the administration of justice.

Being very much dissatisfied with the judgment of the Right honourable the Governor in Council, against which I am debarred by the Act of the Legislative Council from making any appeal in India, I have come to this country in order to appeal to the proper tribunal here, having been advised by those whom I have consulted, that his Lordship's judgment is erroneous, and contrary to justice and right, and that the Judicial Committee of Her Majesty's Privy Council was the proper tribunal to review his Lordship's judgment: it became necessary to ascertain as a preliminary step whether any petition for that purpose was to be heard by the Judicial Committee, as of course, under the 3d section of the Act of the 3 & 4 Will. 4, c. 41, or whether an express order was required to refer the petition to their Lordships under the 4th section of that statute, and as the Act of the Legislative Council is exceedingly ambiguous in its language, this point was submitted for their Lordships' determination by counsel on my behalf on the 30th of June last, when their Lordships were pleased to deliver a judgment of which I have the honour to forward a copy herewith, deciding that they could only entertain the petition under the 4th section of the statute, by an Order of Her Majesty in Council.

As you will observe, from the petition of appeal, that the questions in dispute in no way affect the Government, but relate solely to the private interests of myself and my daughters, and the other persons claiming shares in the Nawab's estate, I trust you will deem it fitting that they should therewith be submitted to the final determination of that tribunal which Her Majesty's subjects in India are accustomed to regard as the ultimate court of appeal to decide upon the questions affecting their rights or property.

In any ordinary case in India, the judgment of an officer of the standing of the agent by whom the questions have in fact been decided, would have been submitted for review to the Court of Sudder Adawlut, composed of four judges of the highest standing in the public service, and from their decision an appeal would be as of right to Her Majesty in Council, and such would have been the course of procedure in regard to the Nawab's estate if the Special Act had not been passed: and in the case of natives of rank an appeal lies of right from the decision of the Governor in Council to Her Majesty in Council, but from the obscure wording of the Act of the Legislative Council of India, which probably omitted to consider the effect of their Act in this respect, it appears we have been deprived of the right conceded to all other persons, whatever may be their rank or station, in the Presidency of Bombay. Considering, however, the large amount in dispute, and the great intricacy of the questions to be decided, and the difference of opinion that exists on the subject, I would submit that the case is by no means one which ought to be decided by a single judge, but that it is peculiarly fit for the consideration and judgment of the most competent tribunal, and I therefore trust that you will deem it fitting to advise Her Majesty in Council to refer the petition of appeal to the Judicial Committee of the Privy Council under the 4th section of the Act of the 3 & 4 Will. 4, c. 41, for their consideration and advice.

I have, &c.
(signed) Jafur Alee.

Correspondence
with the
Board of Control.

TO THE QUEEN'S MOST EXCELLENT MAJESTY IN COUNCIL.

THE Humble Petition of Meer Jafur Alee Khan, Bahadoor, of Surat, in the Presidency of Bombay, but now residing at No. 15, Warwick-road West, Paddington, in London; and of Zeeaoon-nissa Larlee Begum and Ruheemoon-nissa Begum, infants, under the age of 14 years, the grand-children of Meer Ufzooloddeen Khan, the late Nawab of Surat, and of Ameroo-nissa Begum, the widow of the said late Nawab, by the said Meer Jafur Alee Khan, their father and next friend,

Showeth as follows :

1. Meer Ufzooloddeen Khan Kumrood Dowleh Heshmut Jung Bahadoor, from the year 1821 until his decease on the 8th of August 1842, enjoyed the dignity and immunities of Nawab of Surat, with the sanction of the British Government in India, under and by virtue of the provisions of certain articles of agreement entered into on the 13th day of May 1800, between the East India Company and Nusseeroddeen Khan, the father of the said Ufzooloddeen Khan, whereby, in consequence of surrendering up to the East India Company, the civil and military government of Surat, it was provided that he should continue exempt from the jurisdiction of the courts of justice, and should be at liberty to dispense justice over his relations or servants.

The late Nawab Meer Ufzooloddeen Khan having only two daughters, Bukhtyarool-nissa Begum and Nujeebool-nissa Begum, and being without the prospect of male issue, about the year 1830, contemplated marrying his daughters in such wise that his future sons-in-law with their wives, might become his heirs, and accordingly when two of the sons of the King of Delhi were at Surat the Nawab took them into his palace with the intention of marrying them to his daughters and making them the successors of his estate, but on the Nawab despatching his chief minister to the Provisional Governor of Bombay to obtain his sanction to the arrangement, the Government advised him to seek an alliance with another family.

A negotiation was then set on foot for the marriage of the Nawab's daughters with the younger brothers of the late Nawab of Baroda, with the intention of their becoming the successors of his estate, but as the Nawab stipulated for their residing with him at Surat, their elder brother, the Nawab of Baroda, disapproved of the arrangement, and in consequence the negotiation was broken off.

Proposals were then made by Meer Surfarez Ali, the father of your petitioner Meer Jafur Alee, for the alliance of your petitioner Meer Jafur Alee, and his brother the late Meer Ukbur Alee, with the daughters of the Nawab, and a third negotiation was thus commenced which ended in a compact between your said petitioner's father and his Excellency, that your said petitioner and his brother should from the day of the marriage reside with the Nawab in the palace at Surat, and never leave it except with his express consent ; and that he should constitute them his heirs and successors.

This agreement having been made the Nawab caused a memorandum of its terms to be drawn up, which he forwarded to your said petitioner's father at Baroda, requiring him and your said petitioner and his brother to affix their seals to it. The following is the Nawab's letter to your said petitioner's father on the occasion :

" In these auspicious days I had the pleasure to receive your favour, dated the 10th of the month of Rujub, 1239 Hijree, forwarded with Beychurdass the Soucar. The subject of my accepting your children into my adoption exuded from your friendly pen has delighted me, most with greatest pleasure the adoption of Meer Ukbur Alee and Meer Jafur Alee has been noticed to my mind. I have included my daughters into your adoption. May the High Almighty render the above children successful. In this matter some points are required indispensably to be arranged, I have therefore given a memorandum of the arrangement in charge of the above Soucar, who is a free agent on your part. You are accordingly to draw an agreement on your part, as well as that of your two sons, bearing the seals and signatures of all the three gentlemen, and forward it to me forthwith so that other worldly ceremonies may take place."

The

The memorandum referred to in the above letter, and delivered to your said petitioner's father, was as follows :—

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“That Meer Surfarez Ali Saheb, the son of Syud Moomtaz Ali, the son of Syud Zoolfkar Ali, does hereby declare in writing that his Highness the Nawab of Surat, a descendant of the illustrious Saint Syud Alee Hamdane, has no male issue, but two daughters, Mts. Nujeebool-nissa Begum and Bukhtyarool-nissa Begum, who it has been settled are to be betrothed to my two sons, Syud Ukbar Alee and Syud Jafur Alee, and the mutual agreement having taken place, I hereby give in writing that the dowry of each of the ladies is to be one lac of rupees. The other engagement is this, that the mutual expenses in the marriage ceremonies are to be equivalent on both sides, suitable to the character of both parties ; also, my two sons are to remain as sons-in-law of the house at Surat in the palace with his Highness, and keep the house in a prosperous state. The two sons have no authority to take the two ladies out of the city of Surat. This they will never do. Should a case of urgency require the two sons to take the two ladies or their children to Baroda, they shall not do it without the permission of his Highness for a fixed period of time. In case his Highness proceeds to another climate, the real mothers of the ladies are to act upon the above engagement, and his Highness will make a will in the name of the two sons, regarding the succession and inheritance of the property and maintenance of the survivors, &c. The two sons are to act upon the will, and they will always carry the usage and ceremonies of the House of Hamdane into execution ; and they are never to marry a rival to the ladies above cited.

“Myself and my two sons will never deviate from the above engagement. We, Meer Ukbur Alee and Meer Jafur Alee, do hereby declare that the above engagement is confirmed by us, and we shall not deviate from it.”

Your said petitioner and his brother and their father having duly sealed a copy of the paper, enclosed it to the Nawab in a letter from them, which is as follows :—

“In this most happy time, your letter which you wrote with extreme kindness, reached me and filled my heart with joy with regard to what you have mentioned, that you have accepted my sons as your own sons, and requesting me also to accept your daughters as my own daughters. These tidings have given me the greatest pleasure imaginable ; I pray to God Almighty that the children of both sides may enjoy the happiness of this world. You had given the draft of an arrangement to Beychurdass Sowkar, which we three are to sign and seal according to your bidding ; I send you the memorandum duly sealed and signed by three names. The above-named Sowkar will deliver it to you, and whatever the above-named respected person shall say, you may rely upon as correct, and send me a quick answer ; I hope you will always keep me informed of your state of health.”

After this, and before leaving Baroda for the marriages, your said petitioner's father, feeling that in binding down his sons to reside always with the Nawab, at Surat, he ought to have some corresponding assurance that his children would inherit the Nawab's wealth, addressed a letter on the subject to Mirza Abdoola Beg, the Minister of his Excellency, and which elicited from him the following reply :—

“It having been brought to my notice from your letter to the address of Mirza Abdoola Beg (my precious friend) that you have a sort of anxiety in your mind as the season of the grand and august festival of the marriages has approached, I write you in clear terms that you should have no anxiety of any kind in your mind, and should not imagine these weddings to be the usual ones, for I adopt your children to be my sons, and appoint them my successors. The ceremonies of the nuptials are to be mutually performed. After the consummation of the marriages your sons shall be mine, and they shall live in my house. Allowing your certainty to this writing of mine, and taking it for a deed of assurance for the future, make preparations for coming to this place along with your sons. Consider this to be a strict injunction, and be peaceful of mind in all respects. Further, my sincere friend Mirza Abdoola Beg's letter to you (on this subject) will explicitly afford you satisfaction.”

After the above correspondence the marriages took place, and were celebrated with great pomp and splendour. The amount laid out on the occasion was

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scarcely less than five lacs of rupees. A military guard was lent to the Nawab. Salutes were fired from the Castle, and the Agent and all the European society of the station attended. The Nawab invited the Governor, Lord Clare, the Members of Council and other distinguished persons from Bombay to be present at the ceremony, which he desired should pass off with all possible éclat.

On the return of your said petitioner's father, Meer Surfaraz Ali, to Baroda, the Nawab, at his request and for his satisfaction, communicated what had occurred to James Williams, Esq., the British Resident at Baroda, in the following letter:—

"In this time, by the Grace of God the marriage of my two daughters has been completed with all propriety. The illustrious sons, Syud Ukbur Ali Khan and Syud Jafur Ali Khan, are incomparable in dignity and ability. I am exceedingly pleased with them, and have appointed them my successors; I shall request the same of the Honourable British Government, and for the same reason I beg of you to keep this matter in your reflection; Meer Saheb will mention it to you in detail, and after a few days my confidential friend, Mirza Abdoola Beg, will be sent to wait upon you, agreeably to the request of the Meer Saheb. Written on the 22d of Zilhej, 1249 Hijree, or 2d May 1834."

The Resident acknowledged the letter in the following reply:—"Your kind letter favoured by Meer Surfaraz Ali Saheb, alluding to the succession of Syud Ukbur Ali Khan and Syud Jafur Ali Khan (may they live long) to yourself, having been written, its perusal gave me great pleasure. In this matter I write to you as a friend, that I will use all the endeavours in my power with the Honourable Government in the object above cited. You should think of no omission on my part as a sincere friend. The altercation now impending between the Sirkar of the Guicowar and the Meer Saheb, on account of a misrepresentation made by some person, will soon be cleared off, if it please the Almighty God."

"In the meantime leave has been granted to Syud Ukbur Ali, as requested by you, but permit him to come to Baroda for a few days, when the Meer Saheb will require his presence."

Your said petitioner and his brother, Meer Ukbur Ali, on their marriage, left their father's family and from that time resided with the Nawab at Surat as his sons according to the engagement.

In the year 1839, the wife of Meer Ukbur Ali Khan having died, and the issue of his marriage having predeceased her, he, with the Nawab's permission (though very much against his Excellency's wishes), rejoined his father at Baroda, and continued ever afterwards to remain in his father's family, and thenceforth ceased to be accounted one of the Nawab's adopted sons.

Your said petitioner's wife, Bukhtyarool-nissa Begum, having given birth to a son, who was named Meer Ameeroddin Khan, the Nawab on the 4th February 1841, when the child was about two years' old, took an opportunity, with the consent of your said petitioner and his wife, of assembling all his household, and in their presence placed the child on the musnud and presented the Nawab's jewels of state to him, after which the officers and servants advanced and presented their nuzaranas, or offerings. This proceeding, according to the usages of the natives of India, was a formal recognition, on the part of the Nawab, that the infant was accounted the heir presumptive of his property.

The circumstance was communicated by his Excellency to your said petitioner's father, in a letter dated 12th Zilhej, 1256 Hijree.

"May it be known to you that in this august time on the 11th Zilhej 1256, I seated my son Meer Ameeroddin Khan (may he live long) on my musnud, all the officers of my sirkar gave their presence; all the materials belonging to the ancient dignity of the Nawabee of my ancestors, such as drums and mahee maratib, and the wearing jewels, &c. of the state, the whole and perfect, I have given to the son above-mentioned, and seated him in my place as desired by his parents. I congratulate you as my brother (on this occasion); what more shall I write except my love to you. May the days of your happiness be for ever. Accept compliments from your sister, and best respects from Malikaz-amanee Begum, and Ameeroddin Khan, and Zeaoun-missa Begum. Dated 12th Zilhej 1256."

Your

Your said petitioner's son, Ameeroddin Khan, having shortly afterwards died, the Nawab from that time forth regarded your said petitioner, in virtue of his alliance with the Nawab's only surviving child, as the sole successor to his title and dignity, and the fact was well known throughout the household and throughout the city, nor indeed has this fact been at any time disputed.

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It was manifest from several documents executed by the Nawab, in which allusion was made to those who were to succeed him, and from the testimony of most respectable persons conversant with the views of the Nawab, and the relation which subsisted between him and your said petitioner, that the Nawab always treated your said petitioner and his wife with the greatest affection, and that he never intended to swerve from his engagement with your said petitioner's father, and that he must have died with the fullest conviction that his private estate at least would pass tranquilly into the hands of his daughter and your said petitioner as his heirs, though he was no doubt well aware that your said petitioner's succession to the office and dignity of Nawab would depend upon the pleasure of the British Government.

Your petitioners further established that by a special custom of the family of the late Nawab, the estates of persons belonging to either branch of the family should be inherited exclusively by that branch to which the deceased might have belonged, and should not be divided with the collateral kindred of another branch.

If, however, any doubt could be entertained of the intentions of the Nawab or of the custom of the family, then your petitioners submit that it being manifest from the political position of the Nawab, that he was independent of any known positive law, the succession to his estate should be determined by the universal principles of natural justice, recognised by the common consent of mankind. By these, your petitioners Zeeaoon-nissa Larlee Begum, and Ruheemoon-nissa Begum, and their late mother, who were the only descendants of the late Nawab at his decease, would be accounted his heirs and the successors of his property, nor has it been suggested throughout the prolonged investigations which have since taken place, that the Nawab at any time regarded any other person as his heirs, or intended any disposition of his property at variance with the natural right of his own descendants.

On the Nawab's death, his property accordingly passed into the hands of your petitioner Meer Jafur Alee and his wife, as of course the right of your said petitioner and his wife were at once recognised by the household and dependents of the late Nawab. All looked to your said petitioner for orders, which they readily obeyed. Your said petitioner superintended the funeral of the deceased, took charge of everything, and remained in possession of the estate undisturbed for some months, granting receipts in his own name for rent and expending it on the family, with much more besides from his private resources, and managing all the affairs as in the deceased's lifetime.

But shortly after the Nawab's decease the Government thought fit to declare that the Nawabship was at an end, and without questioning the authority of the Government to refuse to recognise your said petitioner or his wife, as the successor to the political dignity or privileges of Nawab, your petitioners submit that it is beyond dispute that the Government had no authority or right to determine who should be the owner of the Nawab's private estate, for with regard to that he was always accounted by the Government, and was by right, a free agent to dispose of it as he pleased without the interruption or sanction of the Government.

In the ordinary course of events in accordance with the local laws and regulations of Government, if any one had conceived himself to possess a better right than your petitioner, Meer Jafur Alee, and his wife to the Nawab's property, he would have resorted to the local court of Surat, under whose jurisdiction your petitioners came on the cessation of the Nawabship by the express provisions of the regulations. The local court would then have had to undertake the duty of deciding whether your petitioner, Meer Jafur Alee, and his wife were not entitled to retain possession of the estate which had passed into their hands with the consent of the deceased Nawab, and of which they were the only heirs by the law of nature, confirmed by the written agreement, the letters, the language, and the whole conduct of the Nawab for the last ten years of his

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life, which your petitioners are advised and believe the local courts of justice would have been bound to recognise in the determination of your petitioner's

But the Government of Bombay deemed it expedient to sequester the property of the Nawab, and passing by the propriety of this step your petitioners humbly submit that their rights and interests in relation to the estate of the Nawab could not be affected or prejudiced by it, but that they nevertheless still remained entitled to be regarded on every principle of equity, and of natural justice and right, as the owners of the Nawab's estate.

Your petitioners, however, in accordance with the feeling predominant amongst natives of rank in India, being unwilling to resort to the ordinary courts of justice to assert their rights against the Government, or to compel the administration of the Nawab's estate as they might have done, and the Government of Bombay having no power or authority to interfere with it, the Government of India at length determined to pass a legislative enactment to place the family of the Nawab and his estate under the jurisdiction of the Governor in Council, in accordance with the usage which has long prevailed in India, for your petitioner shew that on the first acquisition of Surat the Governor in Council of Bombay was by the local regulations sanctioned by the authority of Parliament, constituted the Supreme Court of Appeal in Bombay from all decisions in civil and criminal causes pronounced by the local courts of justice, and that subsequently when the jurisdiction was transferred to the Sudder Adawlut of Bombay, composed of one Member of Council and several senior civil servants, the Governor in Council still remained, by an express regulation, the sole court of appeal in India in all causes relating to persons of rank in the Deccan, being that district of the Bombay Presidency where such persons chiefly reside, justice, in the first instance, being administered to them by an agent appointed for that purpose by the Governor in Council. From the decision of the Governor in Council in all these cases, an appeal could be preferred as of right to your Majesty in Council.

On the 26th August 1848 the following Act was passed by the Governor-General of India in Council, Act No. 18 of 1848, "An Act for the administration of the estate of the late Nawab of Surat, and to continue privileges to his family. Whereas it is expedient to provide for the administration of the estate of the late Nawab of Surat, Meer Ufzoolooden Khan Kumrood Dowleh Ushmat Jung Bahadoor. And whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by the said late Nawab and his relations and servants, by virtue of the treaty concluded between the East India Company and the said late Nawab, on the 13th May 1800, recognised and confirmed by clause 2, section 21, Regulation 2, 1827, and clause 2, section 1; Regulation 11, 1827, of the Bombay code, ceased at the death of the said late Nawab, and it is deemed expedient that some of the said persons should continue to be privileged. It is to be enacted as follows:—

" I. No writ or process shall be sued forth or prosecuted against the persons, goods, or property of the several persons named in the Schedule annexed to this Act, being the widows and family of the said late Nawab, or of any of them, unless with the consent of the Governor of Bombay in Council first obtained, such consent to be signified by the signature of one of the Secretaries to Government; and any writ or process sued forth or prosecuted against the persons, goods, or property of the said several persons, or any of them, without such consent as aforesaid, shall be utterly null and void.

" II. The Governor of Bombay in Council is empowered to act in the administration of the property of whatever nature left by the late Nawab of Surat in regard to the settlement and payment of the debts and claims standing against the estate of the said late Nawab at the time of his death, and to make distribution of the remaining property among his family; and no act of the said Governor of Bombay in Council, in respect to the administration to and distribution of such property from the date of the death of the said late Nawab, shall be liable to be questioned in any court of law or equity.

" III. The limitation of time for bringing suits in the civil courts, provided in Regulation 5, 1827, of the Bombay Code, shall be held in respect to all persons within

within the provisions of clause 2, section 21, of the said Regulation 2, 1827, to begin as to all causes of action arising before the passing of this Act, from the day of the passing of this Act, subject to this provision, that no suit by or against any of the said persons shall be entertained in any civil court on account of any cause of action which arose at the time preceding the death of the said late Nawab by more than the number of years or months severally limited with reference to such cause of action by the said Regulation 5, 1827, as the period within which the suit must be filed after such cause of action arose, or came to the knowledge of the plaintiff, as the case may be.

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"IV. Deeds registered under the provision of any Act passed by the Governor-general of India in Council shall not, on the sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the day of the passing of this Act by any persons within the provision of the said clause 2, sect. 21, Regulation 2, 1827, provided that such last-mentioned deeds relate to property conveyed to the owner before the day of the passing of this Act.

SCHEDULE.

1. Padshaw Begum - -	Widow -	
2. Ameerol-nissa Begum	Widow -	
3. Meer Jafur Ali -	Son-in-law -	
4. Zecarool-nissa Begum	Grand-daughter	of the late Nawab."
5. Ruhemool-nissa Begum	Grand-daughter	
" 6. Meer Mooeenooden Khan	Buckshee -	
" 7. Meer Kumrooden Valud	Shumsoodeen	

Under the authority of this Act the Governor of Bombay appointed William Edward Frere, Esq., who was the agent of the Government at Surat, to investigate whatever claims might be preferred to the succession to the estate of the late Nawab, and to make an award and report to the Governor and Council thereon.

Your said petitioner, Meer Jafur Alee's wife, Bukhtyarool-nissa Begum, having in the meantime died, leaving your petitioners, Zeeaoon-nissa Begum, and Ruhcenoon-nissa Begum, also named in the Schedule to the said Act, her only issue, who, together with your said petitioner, Meer Jafur Alee, were, by the law and custom of India, her only heirs.

Your petitioner, Meer Jafur Alee, appeared before the said agent, and preferred a claim on behalf of your petitioner's infant daughters, on the grounds hereinbefore stated, to the whole of the estate of which the late Nawab had died possessed, subject to the payment of his debts, your petitioner, Meer Jafur Alee, relinquishing in their favour any claims on his own behalf.

Ameerool-nissa Begum, the widow of the late Nawab and the mother of your said petitioner's late wife, and also mentioned in the Schedule to the said Act, appeared before the said agent by her attorney, and admitted the right of your said petitioner's daughters to the whole of the said estate, but claimed, in the event of the agent deciding against them, to participate in any distribution of the estate which the agent might order to be made amongst the kindred of the late Nawab.

Padshaw Begum, also mentioned in the Schedule to the said Act, appeared before the agent by her attorney, and claimed to be entitled, as his widow, to a share of the estate, according to the law of the Mahommedan sect of Soonee, to which it was alleged the late Nawab belonged.

Meer Mooeenooden Khan and Meer Kumrooden Khan, also mentioned in the Schedule to the said Act, appeared before the agent, and claimed to be entitled, as the nearest male kindred of the late Nawab, to a share in the estate, according to the law of the said sect, they alleging themselves to be the male descendants of Syed Methun, the brother of the late Nawab's great-grandfather, Meer Mooeenooden Khan, the first Nawab of Surat of that family.

One Meer Surfooden also appeared before the agent, and claimed, as the heir of Mudina Begum, the sister of the late Nawab's late grandfather, Haffizodden, to be entitled to a share of the estate, according to the Mahommedan law.

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And one Abdool Rehmann, with several others, claimed, as the heirs of Fukroon-nissa Begum, the deceased wife of the late Nawab Haffzooden, certain property, which it was alleged by them had been possessed by him on her death, and had been left by him on his own decease, and had subsequently descended to the late Nawab.

To the whole of these claims your petitioners objected, not only on the grounds hereinbefore stated, but because they proceeded on the erroneous assumption that the administration of the estate of the Nawab must necessarily be governed by the religious law of inheritance of the Mahommedans of the Soonee sect, applied, when no special custom intervened, to the distribution of the estates of private persons of that sect by the native courts of justice; and your petitioner, Meer Jafur Alee, insisted that if the positive engagements of the Nawab were not to be upheld, or the natural rights of your said petitioner's children, as the only issue of the Nawab, were not to be recognised; yet that it was manifest that the Nawabs, though Mahommedans, never adopted the Mahommedan code of inheritance in their family, and that it therefore never attached itself to their property, but, on the contrary, that they maintained and acted upon the principle at variance with the Mahommedan law before stated, that the estates of persons belonging to either branch of the family should be inherited exclusively by that branch to which the deceased might have belonged, and should not be divided with the collateral kindred of the other branch.

Of this conclusive proof was afforded by several transactions in the lifetime of the late Nawab, stamped with the approbation and acknowledgment of the British Government. On one occasion the widow of the late Nawab's father, having obtained possession of a considerable part of the property of which he died possessed, the late Nawabs appealed to the Government to obtain its restoration, when the Government, presided over by the Honourable Mountstuart Elphinstone, who was peculiarly qualified to form a just opinion on the subject, replied:—"It was in a very happy time that I had the pleasure of receiving your letter, and have understood its contents. Whatever is pleasing to your Highness is the source of happiness to us. Your Highness is the sole controller and authority in all your affairs and transactions, and in the inheritance of your family, without consulting others, and there seems no reason for the Government to interfere; but you must consider that the Government always are anxious to meet your Highness's wishes: the agent is therefore instructed, if necessary, to afford you any assistance you require."

About the same time the late Nawab's mother complained to Mr. Romer, the agent of the Government at Surat, that the late Nawab refused to give her the share of her husband's property, to which she would be entitled by Mahomedan law; but Mr. Romer replied:—

"I received your letter in good time. In that you mention something about the displeasure between yourself and his Excellency the Nawab. It should be very clearly and certainly understood by you, that upon this subject, in the same manner as the former order of the Honourable the Governor had been conveyed, directed that the Honourable the Government disapproves of the thought of interference regarding such disputes as may be connected with the family of his Excellency the Nawab, it is impossible to do so; the same order is confirmed and held in force. What more shall I write?"

Finally, in order to avoid contention in the family, the late Nawab proposed to concede to his mother a portion of his father's estate, equal to the share of a widow under the Mahomedan law; but upon the express condition that it should not be construed into a recognition of any right under the Mahomedan law, he required a solemn instrument of renunciation to be drawn up, and signed both by his own family and by the family of the Bukhshee, to which the widow belonged.

Accordingly a deed was prepared, and Meer Sudrooden, the Bukhshee, and Meer Shumsooddeen, the father of the present claimant, Meer Kumroodeen, affixed their seals to it, containing the following clause:—

"As above detailed, the eighth part that has been written out to me by my beloved son the Nawab, is merely in consequence of his regard to my satisfaction and

and pleasure, because such division never hath taken place in this family during the five generations past; and henceforth, if any of the relatives claim a share in an estate of a deceased or living person, his claim is to be null and uncognisable. After my brother, Meer Sudrooden Khan Sufdur Jung Bahadoor (the Bukhshee) had consented to these terms, my beloved son agreed to give the eighth part of the division to me; also my brother, Meer Sudrooden Khan Sufdur Jung Bahadoor, has not and shall not have any claim upon my beloved son for a share of an estate of a dead or living person."

But at that very moment, in consequence of intermarriages between the several branches of the Nawab's family, if the Mahomedan law of inheritance had been recognised, the Bukhshee and Meer Shumsoddeen would have been entitled to shares of personal property in the possession of the Nawab which he had derived from deceased members of his family; and at the same time the Nawab's mother would have been entitled to a very large amount for the shares of personal property in the possession of the Bukhshee which he had derived from deceased members of his own branch of the family.

It thus appeared, that in the lifetime of the Nawab, both branches of the family had repudiated the Mahomedan law as the rule of succession, and inasmuch as the estate of the Nawab had never received any acquisition from the property of the several members of the Bukhshee's family, which had been retained by him to a very large amount for his exclusive benefit, it was contrary to the most obvious principles of equity to allow the Bukhshee, after the Nawab's decease, to set up the Mahomedan law, and claim under it a portion of the Nawab's estate.

Whilst, in recent times the facts which were within the knowledge of the witnesses produced before the agent clearly established the positive renunciation of the Mahomedan law, it was not shown that on any one occasion, from the time the family of the Nawab first acquired their authority in Surat, the Mahomedan law had been adopted as their rule of succession; no ground, therefore, existed by which the claims adverse to your petitioners were supported rather than the law of the sect of Shea, by which the collateral kindred of the Nawab would have been excluded, and this estate would have vested in your petitioner's wife alone.

Your petitioner, Meer Jafur Allee, further objected to the claim of Padshah Begum, that she had been divorced by the late Nawab, whereby she was disentitled, even by the Mahomedan law, to any share in the estate. It was clearly proved by the testimony of the Nawab's household, that several years before his decease he divorced Padshah Begum from him, and removed her to his palace, and, in accordance with the usage and practice in India of sons of high rank, he placed her in a separate establishment, with an allowance of 30 rupees a month, and of dry food from the palace, and 150 rupees a year for clothing, until 1833, when the last item was stopped; that from the time of the divorce until the Nawab's decease, he had no intercourse with her, and that she was not admitted to see him in his last moments; and so generally was it understood that her relations with the Nawab had ceased, that when the ladies of rank at court paid visits of ceremony at the palace, on the Nawab's decease, to condole with his widow and family, this mark of respect was not paid to Padshah Begum, nor was she put forward as the Nawab's widow until she was united with the Bukhshee in opposition to your petitioners. Your said petitioner, Meer Jafur Allee, further objected to the claims of Meer Moeenooddeen Khan and Kumrooden Khan, that they never constituted a part of the Nawab's family in his lifetime, and that they were not the legitimate male kindred of the late Nawab.

Your said petitioner objected to the late Meer Shurfodcen, that even by the Mahomedan law he could not be entitled to any share of the estate, and to the claim of Abdool Rehman, that they were not interested in the division of the residue of the estate, but could only be creditors thereon if their claims were admitted, which, however, for several sufficient reasons, your petitioners submitted ought to be wholly disallowed.

All the several claimants were British subjects residing in and near Surat, within the territories subject to the government of the East India Company,

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and, with the exception of your said petitioner, Meer Jafur Allee, and his daughters and mother-in-law and Padshah Begum, had, previously to the passing of the said Act, been subject in all matters to the ordinary jurisdiction of the court of justice.

The agent of the Government investigated such several claims in a judicial manner, and after hearing such evidence as was adduced before him, and the arguments on behalf of your petitioners and the other claimants respectively, on the 8th of August 1852 made his award or decree thereon, which, after stating the claims preferred before him, and adverting to some of the arguments urged in support of them, proceeded as follows:—

“ Without any modern precedent for the case of an independent sovereign divested of all territorial possession living with uncontrolled authority over his relations and dependents in a foreign country, we can compare it only with the case of King Edward, who, when returning through France from the Holy Land, was allowed, after solemn discussion before the Parliament of Paris, to have jurisdiction even in France over his servant, who while in Paris embezzled some silver, and was apprehended by the French authorities, and from which it might be inferred that he would have been allowed jurisdiction over the property as well as lives of his subjects in his train, and that his own property, had he died in France, would have been disposed of according to his own and not the French law; or the Nawab might perhaps be held to resemble an ambassador who is exempted absolutely from all allegiance and all responsibility to the laws of the country to which he is deputed and in which he resides, being considered even while residing within a foreign state as living in his own country, retaining his original domicile, and his attendants, personal effects, and domestic servants being under his protection, and equally exempt from foreign jurisdiction, though the immunity allowed to ambassadors and their suites is sustained by the interests and courtesy of nations, and rendered requisite for negotiations and friendly intercourse, and therefore rests on a different basis from the immunity granted to a foreign potentate, either travelling through or residing in a foreign country. Let us then, without too nicely inquiring into the causes, follow the principles of these cases, and though the Nawab was resident within the British territories, let us apply to the distribution of his property that law to which he was subject. We know of no rules or code of laws laid down by him for the government of his household and relations, and we must therefore conclude that his own will was the only law that he obeyed, and in disposing then of his property we must strive to ascertain what that will was.” The agent then proceeded to notice the grounds of your petitioner's claim in detail, and adverting to some doubts cast on the genuineness of the documents which passed on the marriage of your petitioner, Meer Jafur Allee, stated, “ It is, however, a matter of very little moment whether these documents be genuine or not; the discovery of them at this late day in the handwriting of people now alive who did not mention them when the former inquiry was going on seems strange, but even admitting them to be genuine they prove nothing, for though the Nawab h Ufzuloddeen may in 1853 have held out hopes to Surfaraz Allee, and the latter may have entered into a treaty of marriage with the Nawab on the understanding that he was to make a will leaving the succession and inheritance to his son-in-law, still as the Nawab was guided only by his own will and pleasure, and there is no written will produced on the subject, we must conclude that the Nawab altered his intentions or made some other arrangements, and that these arrangements or alterations, whatever they were, were agreed to or submitted to by his sons-in-law. It is however urged, that the Nawab's confirmation of his intentions is proved by a letter from him to Surfaraz Allee (19), dated 29th March 1834, which he writes:” and after adverting to several documents which the agent was pleased to deem immaterial, he remarked, “ A letter dated the 5th February 1841 (hereinbefore set forth) is worthy of more consideration; it is written by the Nawab to Meer Surfaraz Allee, informing him that he had placed Meer Jafur Allee's son, Meer Amroodeen, on the musnud, and the whole of my establishment have made him presents on the occasion, and according to the custom of my ancestors I have given him the drums, &c., and at the desire of his parents I have appointed him my successor. The authenticity of this letter, as well as the other documents, is contested by the opposite parties, but there is no reason why they should not have admitted it, so opposed as it is, as Meer

Meer Kumroden points out (para. 49), to the terms under which Meer Jafur Alee would contend the marriages were contracted."

"In 1839 Nujeebul-nissa Begum (Ulkbur Alee's wife) died and left no children, so that Bukthyarool-nissa Begum, Meer Jafur Alee's wife, was at this time the Nawab's only child. The Nawab had promised (19) to make his sons-in-law his successors. One, the elder, could no longer be so, and the younger had every right to expect that the Nawab would fulfil his intentions towards him; but instead, of that, this letter would show that the Nawab had no intention of making his son-in-law, but his grandson, his successor, and that it was his daughter and son in law's wish that he should do so. This, allowing it to be genuine, is the only proof we have of anything actually done by the Nawab in furtherance of his intention to appoint a successor, and that this was a grave and deliberate act requires confirmation, as we do not find that the proceeding was ever communicated to the agent, or any public notice whatever taken of it, for Atmaram (26) states that none of the gentry of the city were invited or attended the meeting. The child, however, died before his grandfather, and of what after that were the Nawab's intentions, we have no proof. We have the evidence of witnesses that he looked upon Meer Jafur Alee as his son, but we also have evidence that the Nawab was entirely in Mahomed Alee Beg and Futch Mahomed's power, and would not, when on his death-bed, allow Meer Jafur Alee to sit near him. (I was in attendance in the Nawab's palace when he was ill, and went and saw him two or three times. I and Jafur Alee were together. The Nawab would not allow any one but Mirza Mahomed Alee Beg and Futch Mahomed and other Kidmutgars to sit near him. He would not allow Jafur Alee.) So that when we find the Nawab made no will, and instead of appointing his son-in-law as he promised his successor, he at son-in-law's request appointed his grandson, and on that grandson's death, neither renewed his promises to his son-in-law nor made the will he promised, we cannot conclude that the Nawab meant that son-in-law for whom a will appeared to be requisite to constitute him heir, to be his heir without one; but the more rational conclusion to arrive at appears to be, that disappointed in heirs male both of his own and his daughter's, and conscious that his dignity as Nawab must become extinct at his death, he made no will or expression of his desire how his property should descend, but left it to follow that course which the law or ruling authority might prescribe. And this appears the more probable and reasonable, since so long as the Nawabship and pension remained, there was some one for the whole family to look up to; but when these failed, there would be no head to provide for the other members of the family, and each must thenceforth depend upon his own exertions. The position, therefore, assumed by Meer Jafur Alee, that the Nawab retained to the day of his death his resolution to make his son-in-law his heir, is not proved. Nor is it shown what the Nawab's intentions were with regard to his property. Having thus found that his own will and pleasure, the only law to which the Nawab was subject, have not prescribed any rules for his inheritance, we must next see whether any particular custom of inheritance was preordained in the family; whether, as urged by Jafur Alee (Para. 46, 280, and 107), the custom of the family was neither to divide nor to receive inheritance with any relations. This being a negative position, the onus of proof of course rested on those who asserted the affirmative." The agent then stated at length his view of the evidence adduced in support of it, and found that the custom of the family had not been established. He further proceeded as follows:— "Having thus seen there were no municipal laws to which the Nawabs were subject, nor any peculiar custom existing in their family, it remains to be seen to what law the distribution of the property among the Nawab's family is to be subjected. The general rule is, that personal property should be distributed according to the Law of the Domicile; while to the inheritance of real property the *lex loci* is alone applicable. The Law of the Domicile (of the Nawab's palace), we have seen, does not exist except in the Nawab's pleasure alone, and what his pleasure was in this case he has not recorded, even in the most informal manner. The real property then, we may safely say, would follow the law of the land, for though we might, had any law of the Nawab's palace been forthcoming, have raised the question whether the *lex loci* was to be strictly applied to the real property, still no such laws existing, there is no ground for raising any question at law. That property must then be divided according to the Mahomedan law, and as we can find no other law or rule applicable to the

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personal property, there does not appear any reason why that also should not follow the same law, the religious law of the deceased. It was sought on the examination of Moonshee Lootfolla Khan (96), to prove that the late Nawab could not be held to be a Mussulman. (To all appearance the Nawab was not a Mussulman; I never saw him at prayers. I never saw a beard on his face. I have heard him abusive on religious subjects, but I do not know what he might have been in his heart. The Nawab when attending prayers at the Eed, never bowed himself to the ground, and used to talk while they were at prayers; I have heard that the Nawab was called a Syud.—(*Lootfolla Khan's Evidence.*) His conduct has been shown to have been in many points, and on some occasions, contrary to the strict rules of that faith, and it is therefore contended that the Mahomedan law is not applicable to the case of his inheritance. The Nawab was a Syud, and Meer Jafur Alee married into his family; as such he was buried as a Mussulman, and in subjecting men to the laws of their faith it is not necessary to inquire whether they are observers of the strictest rules of it, or merely nominal conformers with it; the rule is the same for the one as for the other. If any other mode of disposing of the property except by Mahomedan law was pointed out, the fact of the Nawab being but a heterodox Mahomedan might have some weight, but in the absence of all semblances of other laws or customs to guide the distribution of the property, and with the law of the land in which the real property is situated indicating the Mahomedan law as the rule to which that portion of the inheritance should be subjected, we are constrained to adopt that as the law which should govern the personal property also." The agent further decided that Abdool Rehman and the other persons claiming through Fukroon-nissa Begum, the wife of Haffizooden, the late Nawab's grandfather, and Meer Suffodeen, claiming through Meedina Begum, the sister of the said Haffizooden, were not entitled to any share in the estate of the late Nawab. The agent having found on review of the evidence which had been taken before him, that the last Nawab was duly married to his two widows Padshah Begum and Amerool-nissa Begum, that your said petitioner Meer Jafur Alee's late wife Bukhtyarool-nissa Begum was the legitimate daughter of the late Nawab; that the claimants Meer Moocenodden Khan and Meer Kumrooden Khan, were his lawful collateral male relatives, concluded his award or decree as follows: "The widow's child and great grandfather's brothers great grandsons are alone considered heirs, and entitled to inherit according to the Mahomedan law, and they are entitled to share in the following proportions; the daughter is entitled to one-half of the property, the widows are entitled to one-eighth between them, and the residue will go to the other two heirs in equal proportions. It is therefore decreed that the property be divided into 16 shares, and of that eight shares are awarded to Meer Jafur Ali Khan on behalf of his daughters. One share is awarded to Padshah Begum, one share to Amerool-nissa Begum, and three shares each to Meer Moocenooden Khan and Meer Kumroodeen Khan."

Your petitioners being much aggrieved by the tenor of this award, your petitioner Meer Jafur Alee addressed to Mr. Malet, as Chief Secretary to the Government at Bombay, a letter dated the 22d of March 1853, deprecating and objecting to the said award or decision on various grounds, to which letter your petitioners at the proper time will crave leave to refer, and the said letter concluded as follows: "Whichever of the three rules above suggested be adopted, my claim can alone be supported. If the marriage contract be proved, it is clear it would give me a title superior to a mere exercise of will, and one resulting from a legal obligation. If the evidence of the Nawab's intentions be examined, there can be no reasonable doubt that his daughters and sons-in-law and their issue, were the sole objects of his bounty; but if that evidence be defective, and the Government, assuming the position of the Nawab, ask their consciences the question whether, if the Nawab could now be appealed to, to name the object on whom he would have wished his wealth to devolve, the answer would not be in favour of his own offspring, and not a distant member of the family, to whom he owed nothing of affection or of gratitude, and from whom when alive he was estranged, the Government are surely bound to appropriate the late Nawab's property in that manner which would have been most acceptable to his own feelings, and would merit his approval and sanction if he were alive." In answer to the letter last mentioned, Mr. Malet wrote to your petitioner,

petitioner Meer Jafur Alee the following letter, dated the 21st of July 1853. "Sir,—In answer to your two letters dated 22d of March 1853, I am directed by the Right honourable the Governor in Council to refer you to the acting Agent for the Right honourable the Governor at Surat, who will communicate to you the decision of Government in the matter therein represented."

On the 27th July 1853, H. Hibbert, Esq., the acting Agent for the Right honourable the Governor at Surat, wrote and sent to your petitioner, Meer Jafur Alee, the following letter:—"Sir, I am directed by the Right honourable the Governor in Council to inform you that on full consideration of the appeals preferred by yourself on behalf of your two daughters and your mother-in-law, Ameer-ool-nissa Begum and the other claimants on the property of his Excellency the late Nawab of Surat, against the decision passed by Mr. Frere, the late Agent, Government has, under section 2 of Act 18 of 1848, adjudged the succession to the said property in the following shares: the Nawab's two grand-daughters, Ruheemool-nissa Begum, 4-16ths; Zeeaoool-nissa Begum, 4-16ths; the Nawab's two widows, Padshah Begum, 1-16th; Ameerool-nissa Begum, 1-16th; the great-grandsons of the late Nawab's great-grandfather's brother in the male line, Meer Moyenoden Bukshee, 3-16ths; Meer Kumrooden Wullud, 3-16ths. Second, with reference to the above, I request you will be good enough to attend, either in person or by vakeel, at my office, on Monday next the 1st. proximo, at 12 o'clock a. m. precisely, as I should wish to consult you regarding the best mode of distributing the property in question amongst those to whom it has been awarded."

Your petitioners are advised and humbly insist that a valid and binding contract was entered into on the occasion of the marriage of your petitioner Meer Jafur Alee, by which contract the succession to the estate of the late Nawab ought to be determined; that there was a valid and subsisting law, a custom of the family of the late Nawab of Surat, which had been repeatedly acted upon, whereby the other claimants to the estate and effects of the late Nawab were excluded from taking any share thereof, or participating in the succession thereto; and that, independently of these special considerations, your petitioner, Meer Jafur Alee's wife as the sole issue of the Nawab, at the time of his decease, was alone entitled upon principles of natural justice and right to the whole of his estate, to the exclusion of the Nawab's remote kindred, who did not in his lifetime constitute any part of his family, and were never recognised by him as entitled to participate in his estate; and your petitioners are further advised and humbly insist that Padshah Begum, who claimed as one of the widows of the late Nawab, having been divorced by him in his lifetime, formed no part of his family at the time of his decease, and was not entitled to any share in his estate, and that Meer Moocenoden Khan and Meer Kumrooden Khan were not, even by the Mahomedan law, legitimate collateral relations of the late Nawab, entitled to shares in his estate, and that the adjudication of the Right honourable the Governor of Bombay in Council, as promulgated in the letter of Mr. Hibbert of the 27th of July 1853, is erroneous and ought to be reversed.

Your petitioners are further advised and humbly submit, that your Majesty's Privy Council is the only tribunal to which your petitioners can appeal against the judgment of the Governor in Council of Bombay; and your petitioners show that from all decisions of a similar character, passed by the Government in Council, in regard to the property of persons of rank in western India, an appeal is referred as of course to the Judicial Committee of your Majesty's Privy Council, but in consequence of the Legislative Council having, as your petitioners believe, entirely omitted to take into their consideration, in framing the Act hereinbefore stated, the right which your petitioners possessed of appealing to your Majesty in Council, your petitioners are by the construction which has been put upon that Act by the Judicial Committee of your Majesty's Privy Council, unable to submit this appeal to their Lordships without the express order of your Majesty in Council.

Your petitioners, therefore, humbly pray that your Majesty will be most graciously pleased to take the case of your petitioners into your Royal consideration, and that inasmuch as your Majesty's prerogative cannot be affected by the said Act of the Legislative Council of India, your Majesty will

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will be graciously pleased, in the exercise of your Royal prerogative, to refer the matter of this petition to the Judicial Committee of your Majesty's most honourable Privy Council, in order that your Majesty may be advised as to what right and justice require, and that your Majesty will be pleased to order right and justice to be done in the premises accordingly, and that for the purposes aforesaid all necessary directions may be given for transmitting to the clerk of your Majesty's most honourable Privy Council copies of all notes or records of any evidence taken by, and documents produced to or laid before the said Mr. Frere, and of all other proceedings before the said Mr. Frere and the Governor in Council of Bombay, relating to the matters in question, or that your Majesty will be most graciously pleased to grant to your petitioners such further or other relief in the premises as to your Majesty shall seem meet.

And your petitioners will ever pray, &c.

(signed) *Jafur Alee.*

Meer Jafur Alee Khan to the Secretary to the Board of Commissioners for the Affairs of India.

Sir,

15, Warwick-road West, 15 July 1856.

I HAVE the honour to hand over to you, for the information of the President of the Board of Control, a copy of a letter* which I have this day addressed to the Court of Directors of the Honourable the East India Company, soliciting that the claims of my daughters, recently discussed before Parliament, may be referred to the Judicial Committee of Her Majesty's Privy Council.

I have, &c.

(signed) *Jafur Alee.*

The Secretary of the India Board to Meer Jafur Alee Khan.

Sir,

India Board, 17 July 1856.

I AM desired by the Commissioners for the Affairs of India to acknowledge the receipt of your letter of the 15th instant, transmitting a copy of a letter which, on the same day, you addressed to the Chairman of the East India Company, respecting your claims to the stipend and the property possessed by the late Nawab of Surat.

The President of this Board thinks it right that you should be informed that he does not acknowledge in any way the accuracy of the statement contained in your letter; nor does he consider that it fulfils or follows the course he recommended in the House of Commons.

I have, &c.

(signed) *George Clerk.*

Meer Jafur Alee Khan to the Secretary to the Board of Commissioners for the Affairs of India.

Sir,

15, Warwick-road West, 18 August 1856.

I HAVE the honour to hand over to you, for the information of the Right honourable the President of the Board of Control, a copy of a letter† which I have addressed to the Court of Directors of the Honourable East India Company, again renewing my application, soliciting that the claims of myself and daughters may meet with their favourable consideration and settlement.

I have, &c.

(signed) *Jafur Alee.*

The Acting Assisting Secretary of the India Board to Meer Jafur Alee Khan.

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Sir,

India Board, 26 August 1856.

I AM desired, by the Commissioners for the Affairs of India, to acknowledge the receipt of your letter of the 18th instant, transmitting a copy of a further application made by you to the Court of Directors of the East India Company.

I have, &c.
(signed) C. H. C. Plowden.

Meer Jafur Alee Khan to the Right Honourable the President of the Board of Commissioners for the Affairs of India.

Right honourable Sir,

15, Warwick-road West,
19 December 1856.

I HAVE the honour to forward herewith a petition to Her Majesty in Council in behalf of myself and daughters, praying that Her Majesty will grant us leave to appeal against the decision of the Governor in Council of Bombay, ordering the private property of the late Nawab of Surat to be distributed amongst us and certain other persons whom, we are advised, and believe, have no right to participate in his estate.

It may be in your recollection that, in the last Session of Parliament, the Committee, to whom the Bill introduced by me was referred, reported in favour of the decisions of the Governor in Council respecting the Nawab's estate being treated like those which the Governor in Council is accustomed to pass as a judicial tribunal in other cases; and, during the debates which subsequently ensued, no one dissented from this view; but, on the contrary, honourable Members who seemed to express the sentiments of the Court of Directors entirely acquiesced in the propriety of remitting all questions regarding the Nawab's private estate to the Judicial Committee of the Privy Council as the ultimate court of appeal.

Trusting, therefore, that it is unnecessary for me to adduce at length the many cogent reasons which might be stated for the adoption of this course, I hope you will think it expedient and just to advise Her Majesty to make the usual order granting leave to appeal, according to the prayer of the petition.

In advertence to the letter of the 16th of August last, which I had the honour to address to the Honourable the Court of Directors, on the subject of the claims of myself and my daughters to the pension of 15,000 £. a year arising from the treaty of 1800, I have received an answer dated the 20th of November last, signed by Sir James C. Melvill, Secretary to the Honourable the Court of Directors, offering an increase of pension to myself and daughters from 52,800 rupees to 1,00,000 rupees per annum. As the language of that letter leaves it doubtful whether the 1,00,000 rupees is to last during the three lives, and the life and lives of the survivors and survivor of them, I have requested from the Honourable Court an explicit answer on that point. On learning that the increased pension is to be enjoyed by the survivors and survivor of myself and my two daughters, and on being acquainted by you that I am permitted to appeal against the decision as to the private property, according to the prayer of the petition now handed up, I shall be prepared to accept the offer of the Honourable Court in settlement of the claims of myself and family to the pension.

I have, &c.
(signed) Jafur Alee.

Correspondence
with the
Board of Control.

Meer Jafur Alee Khan to the Right Honourable *R. Vernon Smith*, M. P.,
President of the Board of Commissioners for the Affairs of India.

15, Warwick-road West,
21 February 1857.

Right honourable Sir,

ON the 19th of December I had the honour of addressing and requesting you to be good enough to recommend Her Majesty to grant me leave to appeal to Her Majesty's Privy Council against the decision of Mr. Frere, agent to the Honourable the Governor of Bombay at Surat (a decision which none of the parties concerned were satisfied, and appealed against it to the Honourable Court of Directors); and my consent to the increase of pension offered to me by the Honourable the Court of Directors of the East India Company, I made contingent upon such reference being granted.

A period of two months have elapsed, and I have not yet heard of your decision on my petition: my longer stay in this country would only entail larger expense upon me over the already large sum I have incurred while here; without any hope, however, of recompense or remuneration from any part. I have waited upon you several times to beg of you to hasten your decision on my petition, but invariably I received your reply that the matter was in Sir George Clerk's hands, and I must communicate with him on the subject. Sir George Clerk has lately been in town, but I was so unfortunate as to miss him on every time I called to see him. I now assure you that I feel very sick, tired, and very miserable, remaining in this country, especially when I have nothing further to do; and I hope I am not trespassing too much upon your kindness and consideration in soliciting your early decision on my petition.

I have, &c.
(signed) *Jafur Alee.*

The Secretary of the India Board to Meer Jafur Alee Khan.

Sir,

India Board, 2 March 1857.

I AM desired by the Commissioners for the Affairs of India to acknowledge the receipt of the letter addressed by you to the President of this Board on the 21st ultimo, and, in reply, I have to refer you to the last paragraph of the letter written to you, by order of the Court of Directors of the East India Company, with the sanction of this Board, on the 22d of December 1856, to which, so far as the Board are aware, you have not yet returned an answer.

I have, &c.
(signed) *George Clerk.*

India Board, 20 March 1857.

(signed) *Wm. Leach.*

COPY of the **CORRESPONDENCE** between **MEER JAFFUR ALI KHAN** and the **COURT** of **DIRECTORS** of the East India Company, and between the same and the Board of Commissioners for the Affairs of India, respecting the Property of the late **NAWAB** of *Surat* (in continuation of the Papers ordered on the 16th of March).

Correspondence with the Court of Directors and Board of Control.

To the Honourable the Court of Directors of the East India Company.

Further
Correspondence.

Honourable Sirs,

I **BEG** to acknowledge the receipt of your two letters of the 20th November and 23d December 1856, informing me that the Honourable Court of Directors is prepared to fix the sum of 1,50,000 rupees a year as a life pension for the family and dependants of the late Nawab; that the pension of the two widows is to be raised from 14,400 to 20,000 rupees a year each; that the servants and dependants of the late Nawab are to continue to enjoy their present pensions, and that the balance, to be fixed at 1,00,000 rupees (10,000 *l.*) is to be shared equally between myself and my two daughters for life, but to lapse to Government on the death of the survivor of the three grantees. It being clearly understood that the whole sum of 10,000 *l.* a year is to be paid undiminished until the death of the last survivor of my two daughters and myself, the portion of each of the three passing on her or his death to the survivors or survivor; it being also understood that a sum of 20,000 *l.* is, independently of the above, at once to be paid to me.

I have now to announce to your Honourable Board that, worn out as I am in this unequal and protracted struggle to obtain justice at the hands of the British Government, I yield to necessity, and accept the above proposal; and I beg that your Honourable Court will send out instructions to the Government of Bombay to pay over to the Oriental Bank Corporation, Bombay, the sum of 15,000 *l.* on my account, and the remainder 5,000 *l.* to be paid to me here for my expenses.

As to the private property of the late Nawab, as your Honourable Court is pleased to declare that this is a question not for you, but for the Government, I trouble you no further upon this point, and shall do what I best can to obtain redress elsewhere.

In conclusion, I beg that the Honourable Court will be pleased to order the present arrangement to take effect from the date of my letter, requesting reconsideration of my claims, which is dated 16th August last.

15, Warwick-road West, Paddington,
30 March 1857.

I have, &c.
(signed) *Jafur Alee.*

Further
Correspondence.

To Sir George Russell Clerk, K.C.B., Secretary to the Board of Commissioners for the Affairs of India.

Sir,

IN compliance with your intimation contained in your letter dated the 2d of March, I have now the honour to enclose, for the information of the Right honourable the President of the Board of Control, a copy of a letter dated the 30th instant, which I have addressed to the Honourable the Court of Directors of the East India Company.

15, Warwick-road West, Paddington,
31 March 1857.

I have, &c.
(signed) Jaffur Alee.

To Meer Jaffur Ali, 15, Warwick-road West, Paddington.

Sir,

East India House, 17 April 1857.

I AM commanded by the Court of Directors of the East India Company to acknowledge the receipt of your letter of the 30th ultimo, stating that you are willing to accept the terms of the arrangement with respect to the pension claimed by the family of the late Nawab of Surat, intimated to you in the Court's letters of the 20th of November and the 23d of December 1856; and I am directed to inform you, in reply, that the Court, with the understanding that this is a final settlement of the question, are prepared to send immediate "instructions to the Government of Bombay to pay over to the Oriental Bank Corporation, Bombay, the sum of 15,000*l.*" on your account, and to pay to you in this country "the remainder, 5,000*l.*," being the balance of the sum of 20,000*l.* which the Court, in their letter of the 20th of November, consented to pay to you "in free gift," in consideration of the "expenses incurred by your residence in England, and with a view to assist you in making a further provision for your daughters on the occasion of their marriage."

With reference to the request contained in the last paragraph of your letter, namely, "that the Honourable Court will be pleased to order the present arrangement to take effect from the date" of your "letter of the 16th of August last," requesting reconsideration of your claims, I am directed to state that the Court, although it is usual that arrangements should take effect from the date of letters stating the acceptance of the decision, which, in your case, would be the 30th ultimo, consent to fix the date of adjustment in the manner which you solicit.

I am, &c.
(signed) James C. Melvill, Secretary.

Political LETTER from the Court of Directors to the Government of Bombay; dated 22 April 1857.

Para. 1. We transmit to you herewith copies of correspondence with Meer Jaffur Ali of Surat, relative to the claims of the family of the late Nawab upon the British Government, under the treaty concluded with his Highness by Mr. Duncan, in the year 1800.

2. With reference to the paragraph in the letter from our Secretary of the 20th of November 1856, intimating to Meer Jaffur Ali our intention to pay to him, in free gift, the sum of twenty thousand pounds (20,000*l.*); and to our Secretary's letter of April 17th, 1857, stating our willingness to disburse, in accordance with his request, three-fourths of this amount in Bombay, we desire that you will place to his credit with the Oriental Bank Corporation the sum of a lakh and a half of rupees (Co.'s Rs. 1,50,000).

3. We

3. We desire also that you will issue the necessary orders for the payment of the pensions granted to the family of the late Nawab, in the manner set forth in the letters of the 20th of November 1856, and the 17th of April 1857, to the address of Meer Jaffur Ali.

Further
Correspondence.
—

We are, &c.

(signed) *Ross D. Mangles,*
F. Currie,
 &c. &c.

London, 22 April 1857. .

EAST INDIA (NAWÁB OF SURAT).

CORRESPONDENCE between Mír JAFFER ALI KHAN and the COURT of DIRECTORS, and between the same and the PRESIDENT, of the BOARD of CONTROL, respecting the Property of the late NAWAB of Surat.

(*Sir Erskine Perry.*)

CORRESPONDENCE between MEER JAFFUR ALI KHAN and the COURT of DIRECTORS of the East India Company, and between the same and the Board of Commissioners for the Affairs of India (in continuation of the above).

(*Mr. Seymour.*)

Ordered, by The House of Commons, to be Printed,
14 & 15 May 1857.

31--Sess. 2.

Under 8 oz.

EAST INDIA (NAWAB OF SURAT).

RETURN to an Order of the Honourable The House of Commons,
dated 18 May 1857;—for,

COPY “ of MINUTES of the MEMBERS of COUNCIL of the Government of
India in Consultation on Act XVIII. of 1848, relating to the Property of
the late NAWAB of SURAT.”

East India House, }
28 May 1857. }

JAMES C. MELVILL.

(Sir Fitz Roy Kelly.)

Ordered, by The House of Commons, to be Printed,
4 June 1857.

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East India House, }
28 May 1857. }

J. S. Mill,
Examiner of India Correspondence.

**COPY of MINUTES of the MEMBERS of COUNCIL of the Government of India
in Consultation on Act XVIII. of 1848, relating to the Property of the late
NAWAB of SURAT.**

**EXTRACT LETTER from the Government of India in the Legislative Department ;
dated 10 February (No. 5) 1849.**

37. THE correspondence with the Government of Bombay on the subject of the administration of the estate of the late Nawab of Surat, has been reported to your Honourable Court from the Foreign Department. A legislative enactment being required for the purpose, and for continuing the exemption from the jurisdiction of the Company's civil and criminal courts, of the widows and certain of the relatives of the deceased, the draft of a law was prepared, which was in substance the same as that proposed by the Government of Bombay, but it was subsequently, after further consideration, much altered; amendments were made in sections 3 and 4; and sections 1 and 5 were constructed on the basis of Act I. of 1844, in the analogous case of the family of the Nawab of the Carnatic. Noticing these changes, the Government of Bombay took objection to the first clause, remarking, that it was defective in not containing, as the original clause did, a provision as to the tribunal to which, in civil and criminal matters, the parties exempted from the ordinary tribunals should be amenable. Our colleague, Mr. Bethune, who recorded a minute* on the subject, stated that "the practical operation of this enactment will be, that the Governor, or his Agent, will remonstrate with them (the privileged parties) in all cases of wrongful acts, and, if necessary, enforce restitution or amends by the threat of allowing the law to take its course against them." The difficulties of the original section are also pointed out by Mr. Bethune in his minute.

Act. No. XVIII.
of 1848.
For the adminis-
tration of the
Estate of the late
Nawab of Surat,
and to continue
privileges to his
family.

* Dated 12 August
1848.

38. The dates fixed in clauses 3 and 4 were also objected to by the Bombay Government, but no reason was apparent to doubt the soundness of the amendments.

39. Section 5, it was observed, was useless, and might hereafter prove mischievous, by giving rise to an unfounded idea that any part of the treaty survived after the death of the Nawab. This section was worded as follows:

"This Act shall not be construed to restrict the operation of the said treaty, and, independently of this Act, the said several persons shall be entitled to claim, maintain, and enjoy any privilege to which, by virtue of the said treaty, they or any of them may be entitled."

Mr. Bethune explained, that he had only proposed the above section by way of protestation that the Act was not an infringement of any engagement formerly entered into by the Company. The section was omitted, as there appeared to be some weight in the objections taken against it.

40. The draft, thus remodelled, was passed into law, on the 26th August, as Act XVIII. of 1848.

41. Among the papers will be found two communications from Meer Jafur Ali, the son-in-law of the late Nawab of Surat, soliciting a modification of the clause which proposed to empower the Governor in Council of Bombay to administer to the effects of the late Nawab, and to provide that no act of that Government in respect to such administration should be questioned in any court of law or equity.

42. Meer Jafur Ali considered that the wording of this section would prevent the Agent at Surat from investigating and deciding upon several very important matters relating to the Nawab's estate, which he was desirous of submitting to him for decision. He, therefore, solicited a modification of the section. His application was referred to the Government of Bombay, who explained that it

was their intention, on the passing of the Act, to empower the Agent at Surat to summon all parties who claimed to participate in the late Nawab's estate, and, after full inquiry, to adjudicate their respective claims, consulting on all points of law the Mahomedan law officers of greatest repute. It was further explained, that the Agent's decisions would be subject to the confirmation of Government, and that all appeals against those decisions would be entertained, and finally decided by Government; and that after the proceeds of the estate had been thus distributed, all future cases of dispute, with the exemptions noticed in the Act, would be subject to the jurisdiction of the ordinary tribunals of the country.

No. 44 of 1847.

LETTER from *A. Malet*, Esq., Secretary to the Government of Bombay to
G. A. Bushby, Esq., Officiating Secretary to the Government of India.

Sir,

Political Department.

WITH reference to my letter to Sir F. Currie, dated the 10th October 1846, No. 339, I am directed by the Honourable the Governor in Council to transmit, for the consideration of the Honourable the President of the Council of India, the accompanying draft of an Act, to provide for the administration of the estate of the late Nawab of Surat, and for the exemption from the jurisdiction of the Honourable Company's civil and criminal courts of the widows and certain of the relatives of the deceased.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Fort William, 1 September 1847.

DRAFT ACT.

WHEREAS it is expedient to provide for the primary administration of the estate of the late Nawab of Surat, Meer Ufzoolooddeen Khan, Kumrood, Dowleh Ushmut, Jung Bahadoor; and whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by certain persons under the provisions of clause 2, section 21, Regulation II. of 1827, and clause 2, section 1, Regulation XI. of 1827, ceased and determined at the death of the said late Nuwab, and it is deemed desirable to continue such privilege to certain of the said parties;

1. It is hereby enacted, that the Governor of Bombay in Council shall be and is hereby empowered to exempt from the jurisdiction of the civil and criminal courts the widows and such of the present relatives of the late Nuwab of Surat as may to him seem proper, and to declare the persons so exempted amenable to the authority of an agent, whom he may appoint for this purpose.

2. And it is hereby enacted, that it shall be competent to the Honourable the Governor in Council of Bombay to act in the administration of the property of whatever nature left by the late Nuwab of Surat, in regard to the settlement and payment of the debts and claims standing against the estate of the said late Nuwab at the time of his decease, and to the primary distribution of the remaining property among his family, and that all acts of the said Honourable the Governor in Council of Bombay in respect to such property, from the date of the demise of the said late Nuwab, shall be held to be valid, and not liable to be questioned in any court of law.

3. And it is further enacted, that the limitation of time for filing claims in the civil courts, provided in Regulation V. of 1827, shall be held in respect to all persons who are exempted from the jurisdiction of the civil courts by the provisions of clause 2, section 21, of Regulation II. of 1827, to commence from the 8th day of August 1842, being the date of the demise of the said late Nuwab.

4. And it is further enacted, that deeds registered under the provisions of any Act passed by the Governor-general in Council of India shall not, on the sole

sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the promulgation of this Act, by any persons distinctly exempted under the said clause 2, section 21, of Regulation II. of 1827, provided such deed shall relate to property conveyed to the owner prior to the date of the demise of the said late Nuwab.

Fort William.—Home Department, Legislative, 5 February 1848.

THE following draft of a proposed Act was read in Council for the first time on the 5th of February 1848.

Act No. — of 1848.

AN ACT for the Administration of the Estate of the late Nuwab of Surat.

WHEREAS it is expedient to provide for the administration of the estate of the late Nuwab of Surat, Meer Ufzoolooddeen Khan, Kumrood Dowleh, Ushmut Jung, Bahadoor: and whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by certain persons under the provisions of clause 2, section 21, Regulation II. of 1827, and clause 2, section 1, Regulation XI. of 1827 of the Bombay Code, ceased and determined at the death of the said late Nuwab, and it is deemed desirable to continue such privilege to some of the said persons;

1. It is hereby enacted, that the Governor of Bombay in Council shall be and is hereby empowered to exempt from the jurisdiction of the civil and criminal courts the widows and such of the present relatives of the late Nuwab of Surat as may to him seem proper, and to declare the persons so exempted amenable to the authority of an agent, whom he may appoint for this purpose.

2. And it is hereby enacted, that it shall be competent to the Governor in Council of Bombay to act in the administration of the property of whatever nature left by the late Nuwab of Surat, in regard to the settlement and payment of the debts and claims standing against the estate of the said late Nuwab at the time of his demise, and to make distribution of the remaining property among his family, and that all acts of the said Governor in Council of Bombay, in respect to such property from the date of the demise of the said late Nuwab, shall be held to be valid and not liable to be questioned in any court of law.

3. And it is further enacted, that the limitation of time for filing claims in the civil courts, provided in the said Regulation V. of 1827, shall be held in respect to all persons who are exempted from the jurisdiction of the civil courts by the provisions of clause 2, section 21, of the said Regulation II. of 1827, to commence from the 8th day of August 1842, being the date of the demise of the said late Nuwab.

4. And it is further enacted, that deeds registered under the provisions of any Act passed by the Governor-general in Council of India, shall not, on the sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the promulgation of this Act, by any persons distinctly exempted under the said clause 2, section 21, of Regulation II. of 1827, provided such deed shall relate to property conveyed to the owner prior to the date of the demise of the said late Nuwab.

Ordered, that the draft now read be published for general information.

Ordered, that the said draft be re-considered at the first meeting of the Legislative Council of India after the 5th day of May next.

G. A. Bushby,
Secretary to the Government of India.

No. 162.

LETTER from *G. A. Bushby, Esq.*, Secretary to the Government of India in the Home Department, to *A. Malet, Esq.*, Chief Secretary to the Government of Bombay.

Sir,

WITH reference to your letters, Nos. 52 and 57, dated respectively the 22d October and 20th November 1847, and enclosures, I am directed to forward, for submission to the Honourable the Governor in Council, the accompanying draft of a proposed Act "for the Administration of the Estate of the late Nuwab of Surat," read in Council for the first time on this date, and published for general information, and to request that his Honour in Council will favour the Supreme Government with any observations or suggestions on its provisions which may appear to be necessary.

Fort William, 5 February 1848.

I have, &c.

(signed)

G. A. Bushby,
Secretary to the Government of India.

No. 44 of 1848.

LETTER from *A. Malet, Esq.*, Chief Secretary to Government, Bombay, to *G. A. Bushby, Esq.*, Secretary to the Government of India in the Legislative Department.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, No. 162, dated the 5th ultimo, forwarding for any observations or suggestions which this Government may deem necessary, the draft of a proposed Act "for the Administration of the Estate of the late Nuwab of Surat."

2. In reply, I am desired to state, for the information of the Right honourable the Governor-general of India in Council, that the draft Act accompanying your letter, being in substance the same as that forwarded with my communication, No. 44, dated the 1st September last, no additional observations or suggestions occur to the Governor in Council on the subject.

Bombay Castle, 6 March 1848.

I have, &c.

(signed)

A. Malet,
Chief Secretary.

No. 66 of 1848.

LETTER from *A. Malet, Esq.*, Chief Secretary to the Government of Bombay, to *G. A. Bushby, Esq.*, Secretary to the Government of India.

Sir,

WITH reference to the draft "Act for the Administration of the Estate of the late Nawab of Surat," now before the Legislative Council of India, I am directed by the Honourable the Governor in Council to transmit to you, for submission to the Right honourable the Governor-general of India in Council, copy of a letter from Meer Jaffur Ali Khan, dated the 11th ultimo, soliciting a modification of clause 2 of the draft Act in question.

2. In forwarding this letter, I am directed to explain, that it is the intention of this Government, on the passing of the above Act, to empower the Agent for the Honourable the Governor at Surat to summon all parties who claim to participate in the late Nuwab's estate, and, after full inquiry, to adjudicate their respective claims, consulting on all points of law the Mahomedan law officers of greatest repute.

3. The Agent's decisions will be subject to the confirmation of Government; and all appeals against those decisions will be entertained and finally decided by Government.

4. After

4. After the proceeds of the estate have been thus distributed, all future cases of dispute, with the exemptions noticed in the Act, will be subject to the jurisdiction of the ordinary tribunals of the country.

5. Under the above explanations, the Governor in Council does not consider any change necessary in the draft Act, as now framed.

Bombay Castle, 10 April 1848.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

LETTER from Meer Jaffur Ali Khan, Bahadoor, to the Honourable
G. R. Clerk, Esq., Governor in Council, Bombay.

Honourable Sir,

HAVING observed in the public papers that an Act for the administration of the estate of the late Nabob of Surat has been laid before the Legislative Council, I beg to call the attention of your Honour in Council to the 2d clause of the Act, which I am advised is so framed as to prevent the Agent at Surat investigating and deciding upon several very important subjects relating to the Nawab's estate, which I am desirous of submitting to him for decision.

Being satisfied that it cannot be the intention either of your Honour in Council or of the Legislative Council to pass a law for the purpose of debarring me from asserting what I believe to be my undoubted rights, and denying me even an appeal to the authority specially constituted under the Act to dispense justice, I beg to submit, for the consideration of your Honour in Council, the accompanying clause, in lieu of clause 2 of the Act; and I trust that your Honour will be pleased to recommend its adoption to the Legislative Council.

Bombay, 11 March 1848.

I have, &c.
(signed) *Meer Jafur Ally Khan,*
Bahadoor.

That the estate and effects of the late Nawab, and the administration thereof, shall be exempt from the jurisdiction of the civil courts of justice, and shall be under the authority of the Agent to be appointed as aforesaid, but subject to the control of Government; and that no action or suit shall be brought in any court of law for any act done by the Agent, or other officer of the Governor in Council at Surat, since the decease of the late Nawab, respecting his estate or effects.

(True copies).

(signed) A. Malet, Chief Secretary.

To the Right honourable the Governor-general of India in Council.

The humble Memorial of Meer Jafur Ali Khan, Bahadoor, of Surat, on behalf of himself and Ameerool Nissa Begum, the Widow of the late Nawab of Surat, and of his late Excellency's infant Grand-daughters, namely, Zeeaoool Nissa Begum and Raheemool Nissa Begum,

Showeth,

That your memorialist has learnt from the public papers that the draft of an Act for the administration of the estate of the late Nawaub of Surat, which was lately before the Legislative Council of India, providing that the Governor in Council of Bombay shall make distribution of the property left by the late Nawaub among his family; and that all acts of the said Governor in Council of Bombay in respect of such property, from the date of the demise of the late Nawaub, shall be held to be valid, and not liable to be questioned in any court of law.

2. That your memorialist, conceiving that these latter provisions of the Act will deprive him of his just rights, respectfully submits to the consideration of your Lordship in Council a statement of the circumstances, which he trusts will

induce your Lordship so to modify the provisions of the Act as to allow your memorialist to obtain, at the hands of the Agent to be appointed under the Act, an equitable and impartial decision on every question respecting the estate of the late Nawaub which your memorialist may desire to submit to his adjudication.

3. That the late Nawaub, at the time of his demise, left him surviving, Ameeroonissa Begum, and an only daughter, named Bukhtyaroonissa Begum, since deceased, the late wife of your memorialist, and also another lady named Padshah Begum, to whom he had also been married; but in a few months, for some cause, disagreements having ensued, he had been many years separated from her; and two fourth cousins, his distant relations, claiming through a branch of the male line; and while your memorialist admits that, by the law of inheritance adopted by some of the Soonnee sect in India, the fourth cousins of the late Nawaub would be entitled to a share in his estate, your memorialist is prepared to prove that it was an established custom in the Nawaub's family not to divide inheritance with collateral kindred; and that this has not only in fact occurred on several occasions, but that it was so declared by a solemn instrument attested by the collateral relations of the Nawaub, and by those through whom the fourth cousins of the late Nawaub would now claim to share in his estate. This document having been recorded in the agency, exists in your memorialist's possession; and your memorialist respectfully submits, that such a custom with a prince not subject to the Regulations, became in effect a law concerning his own family, and that there is nothing whatever repugnant in such a law to the religious law of the late Nawaub, inasmuch as the inheritance of the property, in the absence of sons, is not regulated by the Koran in favour of collateral kindred; and that not only does a large sect of the Mahomedans acknowledge the law of the Imaumees, by which the inheritance would expressly descend to a daughter, but many other numerous sects of Mahomedans, such as the Bohrahs, Maplās and Rhojahs, disregard the Mahomedan law of inheritance, and the usages of particular families have been recognised, as your memorialist has been informed, in the courts of justice; and your memorialist believes, that even in Mahomedan countries customs of inheritance prevail over the law which has been handed down by writers whose authority, on points of civil law, is not a matter of religious belief, but results from the necessity of referring to some standard of law, by which conflicting rights may be adjusted, where there is no other law known to the estate.

4. Your memorialist is not now seeking an immediate decision of your Lordship in Council on this very important question; but he trusts that he has urged sufficient to induce your Lordship not to declare, by an Act of the Legislative Council, that the estate of the late Nawaub shall be divided without regard to the rights claimed by your memorialist and his family.

5. That, taken for granted that the rights of your memorialist's late wife to inherit the Nawaub's private estate should not be admitted, your memorialist respectfully submits that no just ground exists for the interference of the Honourable the Governor in Council, in the first instance, in the administration of the private property of the late Nawaub; that that as well as other property having been taken from your memorialist's possession in the manner described below, should now be restored to your memorialist, and that full indemnification should be made for the losses which have been sustained as hereafter stated.

6. That the late Nawaub, at the time of his death, left all his private and public affairs in charge of your memorialist. Upon the decease of his late Excellency, your memorialist, on behalf of his wife, the Nawaub's daughter, managed the private immovable property left by her late father, and took charge of his immovable estate; and your memorialist was also in possession of several gardens and houses, and other immovable as well as certain movable property, which had been derived from the Nawaub by gifts made at various periods in his lifetime; but about five months after the demise of the late Nawaub, in the month of December 1842, the Agent for the Honourable the Governor issued a public proclamation for the seizure of all the property of the late Nawaub, and under colour of it, not only took under his charge the houses, gardens and other immovable property of which the Nawaub had died possessed, but also

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all the private immovable property of his widow and daughter which had been at any previous period acquired by them through the late Nawaub.

7. Your memorialist, and those he represents, feeling greatly aggrieved at these proceedings, but being assured that they were adopted merely as a measure of security, offered to the Agent security to account for all property in their possession, and although the Agent at first intimated his intention of accepting it, yet, when ample security was tendered to him he declined to receive it; and persisted in seizing every thing (without deliberate inquiry) which he thought fit to assume belonged to the Nawaub.

8. Your memorialist cannot better make manifest to your Lordship in Council the manner in which your memorialist's family were treated, than by quoting the letters received from the Agent for the Honourable the Governor.

On the 2d of June 1843 the agent wrote to the widow and daughter of the Nawaub in the Persian language, to the following effect :

"I do myself the honour of acknowledging your letter of the 22d Rubeeoossanee 1259 A. H., with enclosed list of the effects of the late Nawaub. But you have not, agreeably to my request of the 18th April last, furnished me with a list of all the property, *i.e.*, of every thing that his late Excellency at the time of his demise left, wherever it may be; you have only sent me the list of effects. It is hereby to be written to you, again requesting you to forward to me, without delay, in the course of two days, a statement of all gardens, lands, fees and rights of every kind, and of animals, shops and houses, &c. On the items of the statement of the land, rights and fees and houses, you are to put remarks, showing the time and manner of their coming in possession of his Excellency the late Nawaub. If you will not send to me the statement as I requested in the time given to you, I shall have to adopt measures which will be unpleasant to you."

On the 15th of February 1844, the Agent again wrote in Persian :

"To-morrow, on the 16th of February 1844, according to the Honourable Government's order, I will call at the palace to take charge of the property of his Excellency the late Nawaub, whatever it may be. It is requisite that you should deliver them over to me; should you disagree to this, and will not, in the space of one month give them in my charge, nothing shall be given to you from the pensions that are to be ordered by the Governor-general. The particulars of this have been communicated to Meer Jafur Alee Khan in my English letter, from which you will know the whole."

9. Your memorialist and his brother having been presented, on their marriage with the Nawaub's daughters, with a number of household effects, had for several years kept them in Durya Mehal, which had belonged to the Nawaub, and had been presented by him to his wife and his daughters long before the marriage of the latter; but on your memorialist declining to surrender them to the Agent, he addressed to your memorialist the following letter on the 5th of May 1845 :

"That in the house of Durya Mehal there are the effects belonging to the late Nawaub, to take an inventory of which is indispensable; it is therefore to be written to you to send with all expedition the keys of both the places that are with you."

To which your memorialist replied on the same day (the 28th of Rubeeoossanee 1261 A. H.) in Persian, as follows :

"I have the honour to acknowledge the receipt of your letter of the 5th May of this year, No. 31, informing me that there were, in the house of Durya Mehal, effects belonging to the late Nawaub, of which you would take an inventory, requesting me at the same time to send in the keys of the two places to you; to this it is to be replied, that there are no effects of the late Nawaub locked up in the Durya Mehal, but there are effects of the Doury, belonging to Nujeeboonnissa Begum the late, and belonging to my late wife Buktyaroonnissa Begum; this will be satisfactorily known to you by inquiring of the managers, and by referring to the records, in which you will find a list of the effects; notwithstanding this, if it is your desire to have a list of them made, let persons on your part and mine unanimously make out one of the things; there can be no excuse to act against the pleasure of Government."

And on the next day your memorialist received a further communication, as follows :

“ Your communication of the 28th Rubeeoosanee has been received (recapitulates), in reply it is to be stated, if you have the key of the place in question in your possession, send it in to me ; if not, the officers of Government shall be ordered to open the place, and take an inventory of the things that may be there ; pray be quick in sending an answer to this.”

To which your memorialist, on the ensuing day, sent the subjoined answer :

“ I have the honour to acknowledge your letter of yesterday's date. I represented to you already declaring that there was no property of the late Nawaub in the Durya Mehal, excepting the effects of the two late Begums (as stated in the above letter), and that if it were your pleasure servants of your Government and mine might go together and take down the list ; notwithstanding this, you direct that if the keys are not given, Government officers shall be ordered to open the place to take down an inventory. I therefore repeat, that the effects do not belong to the late Nawaub, but they belong to the aforesaid two late Begums. If you require a list of the things to be made out, an officer on my part is ready to wait upon you, and I have no objection in taking down the inventory mutually.”

And on the 12th of the same month the Agent for the Governor again wrote to your memorialist as follows :

“ I received your letter of the 30th Rubeeoossanee, on the subject of your not sending in the key of the place in Durya Mehal, saying that there was no property of the late Nawaub there ; and in reply it is to be written to you, that I have ordered the native agent to call to-morrow at the Durya Mehal, and to open the door of the place where the things in question are kept ; and taking down an inventory of the same, he shall bring it in my presence. You are hereby informed that should you deem it necessary to send any person on your part to look over, you may do so.”

To which letter your memorialist replied on the 13th, as follows :

“ Your letter of the 12th instant, No. 30, has been received (re-capitulates it), and in reply, with the utmost deference, I beg to state that the agent has no right upon Durya Mehal, I now very reluctantly send the keys of the place to him, according to his very pressing and imperative request.”

10. Your memorialist, and the other members of the family of the late Nawaub, could not but feel how inconsistent this treatment at the hands of the Agent for the Honourable the Governor was with the expression of the Honourable the Court of Directors, in their letter to your memorialist, under date the 7th September 1844, in which the following passage occurs :

“ While the Court must decline any discussion respecting the ground of their decision against the claims of Bukhtyaroonissa Begum to inherit the dignity and stipend of the late Nawaub of Surat, they are, I am directed to state, most desirous that the relations and connexions of his late Excellency should be not only liberally provided for, but treated with the consideration due to the high rank of the family of which Meer Afzulooddeen Khan was the last male representative.”

11. Your memorialist, in order to avoid the disgrace of having his property violently seized by the Agent, was compelled to comply with the Agent's threatening demand. It has recently been ascertained, and proved before the Agent and Judge of Surat, that a considerable portion of the property valued at about 6,000 rupees was stolen by the peons selected by the Agent for its guard, in preference to its proper owners. The Agents having been repeatedly changed, were unable to take that personal care of it which your memorialist would have done had it remained in his own custody.

12. The officers of Government, on assuming the management of the estate of the Nawaub, and that of the private property of the widow and daughter of his late Excellency, let them at whatever rents they thought fit, while they were not at the trouble of taking that care of the gardens and estates which was essentially necessary for their preservation, and a very considerable loss
has

has been in consequence sustained. Your memorialist has not yet examined the accounts of the whole of the property, but the following is a brief summary of the loss already sustained by your memorialist :

13. A village called Ooutyadra had been farmed out under a contract for the term of ten years, but the officers of Government rescinded the contract, by which a loss of rupees four thousand five hundred (4,500 rupees) has been sustained.

14. At the date of the proclamation under which the estates were seized, the arrears due from the farmers and tenants of the whole of the estates of the Nawaub and his family, of which information was given by your memorialist to the Agent for the Honourable the Governor, and by the Deewan of the late Nawaub to the subordinate officer (*i. e.*) the mamlutdar, amounted to rupees eighteen thousand three hundred and twenty-eight, and annas eleven; but the officers of Government were not at the trouble of collecting these arrears, and they may now be regarded as altogether lost.

15. In comparing the accounts of the rents received by the officers of Government with those of the two years preceding the seizure of the property, it has been ascertained that there has been an annual diminution, amounting in five years to rupees seven thousand and one hundred and fifty-three, and annas seven, and pies nine (*Rs.* 7,153. 7. 9.), in addition to which, the rents having been collected by the officers of Government in Company's Rupees, instead of the currency of Broach, in which they had been previously paid, a further loss of rupees one thousand seven hundred and fifteen, annas eleven, and pies seven (*Rs.* 1,715. 11. 7.) has been ascertained on that account.

16. The fruit trees and flowers in the gardens, from which a considerable revenue was derived, required a careful supervision, in order to compel the tenants to use them according to the rules of gardening, and to ensure their being regularly and sufficiently irrigated; but by the neglect of the officers of Government in that respect, a great number of valuable fruit trees and plants have withered, and been destroyed; and gardens which had been brought to maturity, and rendered productive at a greater expense, have been rendered comparatively worthless; but it would require a careful examination of the gardens to ascertain the extent of deterioration and diminution in value which have taken place in consequence of the seizure alluded to.

17. The proceeds of the late Nawaub's property, and that of the private property of his widow and daughters, since their seizure, has, as your memorialist believes, been received into the public treasury at Surat, and applied in payment of pensions to servants and dependants of the Nawaub's, at the pleasure of Government, when the money should have been invested at interest, as proposed by your memorialist, for the benefit of the parties who may ultimately be found entitled to receive it, or the creditors of the late Nawaub might have been paid their debts from his estate alone; and your memorialist would submit, that if any of the creditors should have to be paid interest on their debts, such interest should be paid by Government; and that for the surplus, five per cent. interest should be allowed.

18. That the Agent for the Honourable the Governor having thus possessed himself both of the property of the late Nawaub, and of much of the property of his family, issued a proclamation for all persons having any claims, to come forward and establish the same before him. Upon this, your memorialist, though respectfully protesting against the course the Agent had adopted, and was then pursuing, by which persons were, in fact, incited to make claims on the Nawaub's estate, and many dead and gone-by claims revived, submitted to the Agent statements of the rights and interests of himself and family in the property which had been seized.

19. That the Agent for the Honourable the Governor having made such investigations as he thought fit into the affairs of the Nawaub's estate, proceeded to Baroda, leaving all his papers and proceedings with Ardaseer Dhunjeeshah Bahadoor, of Surat, who had formerly been the native agent, but between whom and your memorialist considerable enmity then subsisted; and your memorialist has reason to believe that Ardaseer Dhunjeeshah Bahadoor forwarded to the

Agent comments upon your memorialist's claims, in order that the Agent might prepare his report, which, after the lapse of some months, was sent by the Agent from Baroda to the Honourable the Governor in Council.

20. That your memorialist having, at the request of the Agent, produced to him certain jewels (which had been given by the late Nawaub to your memorialist's son), in order that they might be identified by such persons whose statements the Agent desired to record, the Agent refused to allow your memorialist to take back his jewels, and they have been since detained from your memorialist, notwithstanding they had for several years previously been in your memorialist's possession; and they were shown, by the most undoubted testimony, to belong to your memorialist as the heir of his deceased son.

21. That your memorialist, on the 4th day of November 1846, received a letter from the acting Agent's successor to the above-mentioned Agent for the Honourable the Governor, an extract of which is as follows:

"No. 235 of 1846.—Political Department.

"I have the honour to communicate the decision of Government on the claims advanced by you for yourself, and on behalf of your children, to the private property of the late Nawaub of Surat, and upon the British Government.

"2. Regarding the various claims which have been advanced by the relations of the late Nawaub to share in the private property, these involve points of Mahomedan law, and have been referred to the judges of the Sudder Adawlut, in order that it may be ascertained whether the claims are in conformity with Mahomedan law and usage in this part of India.

"3. As respects the claim advanced by you on behalf of your two infant daughters to succeed to the wakayanigaree fees, or town duties, and taxes on trades and professions, I am directed to inform you that the claim to the continuance of these fees is untenable, and the payment of any sums formerly allowed to the late Nawaub in part compensation of these hucks, have been directed to be discontinued for the future; and all sums formerly granted by Government in compensation for any portion of these hucks, will cease to be paid from the date of his Excellency's death.

"4. Government have required a more detailed report in regard to the precise nature of the moghlai hucks held by the late Nawaub, and the decision on this claim will be communicated to you hereafter.

"5. As regards the claim to the continuance of exemption from the jurisdiction of the civil and criminal courts of justice under this Presidency, enjoyed by the relations and servants of the late Nawaub during his life, I am directed to inform you that this right ceased from the date of his death; and that the exercise of the right which the Nawaub possessed to dispense justice, has also become extinct in any but the ordinary courts of justice. These courts must, therefore, take cognizance of all matters which, during the life of the Nawaub, and the recognition of his dignity, would have been exempted from their jurisdiction.

"6. As, however, all contracts, and generally all money transactions entered into by his relations and dependents were not regulated by the provisions of the Bombay Code, since he was not bound in the exercise of his independent jurisdiction to administer justice according to its enactments, and that, consequently, the law of limitation on the time for prosecuting civil actions (Regulations V. of 1827), and the Regulation Acts (Regulation IX. of 1827, and Act I. of 1843), were in operation, and unheeded by those over whom his jurisdiction extended. The immediate application, therefore, of the restrictive provisions of these enactments to persons who previously were exempted from the jurisdiction of the civil and criminal courts become amenable to the Regulations on the death of the late Nawaub, would necessarily prove prejudicial to those whose cause of action was of a date which barred the suit from being entertained in the court: this subject is now under the consideration of Government."

That it appearing to your memorialist that the private property of himself and his family was to be disposed of upon the Agent's report, and that it was but

but reasonable that your memorialist should be allowed to know the grounds on which his rights and interests were to be determined, your memorialist applied to the Honourable the Governor in Council for a copy of the Agent's report; but his Honor in Council was pleased to inform your memorialist that his request could not be complied with.

22. That your memorialist, being thus uninformed of the principles on which it was proposed to administer the late Nawaub's estate; but it having been communicated to your memorialist as above-mentioned, that the claims of your memorialist had been submitted to the judges of the Sudder Adawlut, your memorialist was desirous of furnishing some information in support of his claims, when your memorialist was informed by the acting Agent for the Honourable the Governor, that your memorialist should himself submit the same to the court; but your memorialist has been unable to discover how the information is to be submitted, or that the claims of your memorialist have been referred to the judges in such a manner as to enable them to form a correct opinion on the subject; and your memorialist, therefore, trusts, that before any opinion of the judges of the Sudder Adawlut on the rights of your memorialist and his family is accepted as conclusive, your memorialist may be informed of the facts and circumstances laid before them for that opinion, and that your memorialist may have an opportunity of submitting whatever he may have to urge in support of his rights.

23. That your memorialist considers that his daughters are seriously aggrieved by the decision communicated to your memorialist in the letter above quoted respecting the fees invariably, previous to the afore-mentioned seizure, collected under the name of wakayanigaree fees, which your memorialist claimed in behalf of his daughters. These fees have been enjoyed by the family of the late Nawaub for nearly a century, and had been inherited by him on the death of his father, 20 years before his own decease. In consequence, however, of the heirs of an individual who had held the office of wakayanigaree about a century ago, preferring petitions to the Government of Bombay, laying claims to the fees attached to it, the late Nawaub's grandfather obtained a nominal sunnud from Delhi, conferring the office of wakayanigaree on the late Nawaub's father, and on the cession of Surat in 1800, the Honourable the Governor Duncan confirmed the sunnud by endorsing upon it, in his own handwriting, and recorded his own opinion on the subject, that it is apparent from the history of Surat, that at the time the sunnud was granted, the office of wakayanigaree, that is, a recorder of the public courts of Surat for the use of the court at Delhi, had no existence, and that its duties could not be discharged, as the court of Delhi had ceased to have any power at Surat, which had become tributary to the Mahrattas, and the Government of Delhi was quite unable to give effect to its sunnud, and which was merely resorted to as answer to the claims of the heirs of the person who had held the office when it was in existence.

24. Your memorialist further shows, in support of his claim, that in the year 1830, the Government of Bombay being desirous that some of the wakayanigaree fees collected by the late Nawaub should be relinquished, caused an investigation to be made into his rights, and finally it was arranged that a part of the fees should be relinquished on the Government guaranteeing to him and his descendants, from generation to generation, in both male and female lines, a fixed annual payment of rupees three hundred and twenty-five (325 rupees), in lieu of them; thus not only binding itself to this payment to the descendants of the late Nawab in perpetuity, but also acknowledging that the wakayanigaree fees were his private property, to which he and his descendants were entitled in perpetuity. Here your memorialist begs respectfully to insert the translation of the agreement passed between the late Nawaub and Mr. H. Borradaile, on the part of Government:

“ God is Great !

“ The fees of the office of wakayanigaree of the august port of Surat have been perpetually fixed upon the workhouses and tribes, &c., by his Majesty the shadow of God of old times of my ancestors; they are levied by my Sirkar. Being requested by the Sirkar of the Honourable Company, through Mr. Borradaile, the custom master, that as at this time by the Sirkar of the Honourable

Company several kinds of duties having been remitted, for the fees of my Sirkar, that is, of the Nawaub Meer Afzulooddeen Khan Kumrutdowla Hushmutzung Bahadoor upon the tribes and mekats, &c., as detailed below, Government will pay in ready cash; also in these days an order from the Governor in Council, dated 7th December 1829, has been issued, directing that the amount of 325 rupees (rupees three hundred and twenty-five) in ready cash, for this remission shall be paid to my Sirkar, generation after generation, in both male and female lines in perpetuity by the Honourable Company, commencing from the 1st January 1830 A.D.; but in case the Honourable Company resume its taxes upon the grain, &c., which are now abolished, my fixed fees which are stopped on account of the above remission shall, according to the old custom, be levied again by my Sirkar direct. The Government authority should therefore attach his signature upon this, in order that there may arise no dispute respecting the amount of three hundred and twenty-five rupees, moqkat or town duties upon the following articles, and places, and tribes:

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| " Mangoes. | " Cocoanuts. |
| " Rice-beaters. | " Dry fruits. |
| " Jewellers. | " Fish. |
| " Chintz and red clothes dyers. | " Market for the sale of animals. |
| " Copper. | " Admiralty. |
| " Jagree. | " Grain market. |

" Written on the 20th Rujub 1245 A.H., corresponding with 16th January 1830 A.D., according with the year Sumout 1886, the month of Poshwud, and Saturday.

(In English).

" Presented to me on the part of H. E. the Nawaub of Surat by his Deewan Meetharam Myaram, and assented to, under the orders of 7th December 1829, agreeably to arrangement therein sanctioned.

(signed) " H. Borradaile,

" Surat, 16 January 1830."

" Acting Collector, Sea Customs."

25. And a further proof that these fees were always regarded as private property, your memorialist may adduce the fact, that four years seven months before the demise of the late Nawaub, the then Agent for the Honourable the Governor at Surat complained that the collection of the fees occasioned disputes between the servants of Government and the servants of the Nawaub, and proposed that the fees should be valued, and that the Nawaub should relinquish them, receiving their value in ready money; but the Nawaub objected, on the ground that such an arrangement would be inconsistent with his dignity and respectability, as the fees had been inherited from his ancestors; but he consented to give up the fees on receiving compensation in land, that it might devolve on his descendants as the fees would have done. Upon this the Agent consented to give land in lieu of the fees, but while negotiations were taking place with regard to the particular land to be given, the Nawaub died, and the negotiation came to an end.

26. That your memorialist not being informed of the ground on which the Government of Bombay declines to fulfil the engagement entered into with the late Nawaub, and deprives his family of the property which he and his ancestors possessed for nearly a hundred years, can only infer that the Government avails itself of the omission of words of inheritance in the sunnud above noticed; but your memorialist begs to point out that it was not the practice of the Court of Delhi to insert words of inheritance in sunnuds for office. One of the grantees of this kind, namely, the grand-daughter of Moolla Aboolfutteh, enjoys an immunity of this kind even in this city up to this day; and that if the terms of sunnuds rather than the circumstances under which property held at the time of the decay of the Moghul Empire are to be regarded, it is probable that all property acquired during the rule of the Kings of Delhi, would have to be restored to the possession of Government; but your memorialist respectfully sheweth that the fees in question were in fact levied independently of the Court of Delhi, and were enjoyed as the hereditary private property of the late Nawaub's family for nearly a century, by the right of possession alone, with the

the acquiescence and sanction of the British Government since it obtained possession of Surat.

27. That your memorialist has not been informed of the result of the inquiries of the Honourable the Governor in Council respecting the mooghlaï hucks and fees mentioned in the letter above quoted; but your memorialist begs respectfully to observe on this head, that mooghlaï hucks are a well known description of private property in land held by many persons in Guzerat; and that your memorialist has never yet heard the least doubt cast upon the rights of the holders of property of that denomination to enjoy it as their own.

28. That Ameeroonissa Begum, the widow of the Nawaub, on the 18th of November 1846, was informed by the Agent for the Honourable the Governor, that a claim which she had preferred to the village of Oontyadra, was not allowed by Government: and your memorialist has since received the following letter from the Agent for the Honourable the Governor, dated 5th October 1847:

“With reference to my Persian letter to you of the 29th ultimo, on the subject of the Wugeefu village of Oontyadra, I am desired to inform you that Government has resolved to continue to withhold its recognition of the sale of the said village to his late Excellency the Nawaub of Surat; and that the Collector of Broach has been directed, unless some representative of the original grantee be forthcoming, to claim the village as an escheat to Government.”

Your memorialist is thus informed that Government contemplates appropriating the village to itself, though the village was acquired by the widow and daughter of the late Nawaub under the following circumstances:

29. In the year 1831, the village of Oontyadra was purchased by the late Nawaub for his widow and daughters, and the deed of sale by the previous owners of it was made in favour of the Nawaub's widow and daughters, and in their names. It has been by your memorialist shown to the Agent, that Asiatic ladies, being generally unable to interfere in business, the rents of the village were received by the servants of the Nawaub, and were from time to time paid to the Nawaub's widow and daughters for their private purse; and it appeared that this purchase was at the time communicated to Government, and that the officers of Government had subsequently received the quit-rent annually from the Nawaub's servants, during a period of 11 years, the Government thus acknowledging the right of the Nawaub's family to the property as against Government. And your memorialist believes, that property of a similar character and tenure is daily bought and sold in Guzerat, without Government possessing any right to seize it; while, as regards the property in question, the purchase-deed being in the name of the Nawaub's widow and daughters, the Nawaub himself could have no claim on the property; his other relations therefore are out of the question entirely.

30. Your memorialist has thus briefly stated some of the proceedings of the late Agent for the Honourable the Governor, by which the descendants and the widow of the late Nawaub are to be deprived of their private property, and by which they would have been reduced to utter destitution if they had not been able to resort to the protection of your memorialist's father, whose rank and character had induced the late Nawaub to select your memorialist and his brother as the husbands of his daughters, when Government declined to sanction their alliance with the two princes of the Royal family of Delhi; and though the late Nawaub's father had received the most solemn assurances from the British Government that “his descendants from generation to generation would be maintained by that Government which never failed in its engagements,” the descendants of the Nawaub were compelled to seek their support by borrowing money on the credit of your memorialist's father.

31. Your memorialist would not dwell upon the pain and vexation and loss of respect and reputation which has ensued from the proceedings of the late Agent, some of which are above narrated, nor does your memorialist expect that your Lordship in Council will be able to afford him redress, or decide on the rights of your memorialist and his family in a summary manner, your memorialist well knowing that they require the careful and patient investigation of some officer of Government, accustomed to the consideration of such questions;

but your memorialist trusts it will be sufficiently apparent to your Lordship in Council, that no Act should be passed declaring that whatever has been done shall be deemed to be right, so that all inquiry and redress, even at the hands of the Agent specially constituted by the Act to administer justice shall be denied to your memorialist.

32. Your memorialist neither wishes that the rights of the family of the late Nawaub should be tried in the native courts of justice; but he confidently relies on the sense of justice of the Government for redress for any complaint which he may desire to make; and your memorialist therefore humbly prays that your Lordship in Council will be pleased to alter the second clause of the draft Act, so that the Agent may be at liberty to adjudicate on the claims of your memorialist and his family, in accordance with the principles of justice and right; and your memorialist respectfully submits for the consideration of your Lordship in Council the subjoined paragraph, to be substituted for the second clause of the proposed Acts:

That the estate and effects of the late Nawaub, and the administration thereof, shall be exempt from the jurisdiction of the civil courts of justice, and shall be under the authority of the Agent to be appointed (as aforesaid), but subject to the consent of Government, and that no action or suit shall be brought in any court of law for any act done by the Agent or other officer of the Governor in Council of Bombay at Surat, since the decease of the late Nawaub, respecting his estate and effects.

And your memorialist, as in duty bound, will ever pray.

Surat, Palace of the Nawaub,
14 April 1848.

(signed) *Jaffer Alee.*

MINUTE by the Honourable *J. E. D. Bethune.*

Nawab of Surat,
Estate and Family.

THIS is an anomalous case, in which my previous experience furnishes me with no guide.

I have not before me the treaty of 13th May 1800, with the late Nawab of Surat, but I gather from the preamble to the proposed Act, that the exemptions therein stipulated for ceased at his death, when his widows and family became, to all intents and purposes, Her Majesty's subjects.

I will not take on myself the responsibility of saying that we have no power to put such persons out of the pale of the law, and declare them amenable solely to the authority of the Governor of Bombay in Council, or of an Agent appointed by him; but I do not understand how it can be. Doubtless the expediency of this part of the measure, as well as the authority for passing it, were duly considered by the Government of Bombay before they forwarded the draft of the Act in question. The other part of the Act seems to me unobjectionable in principle. I have suggested some changes in the structure, as well as in the title of the Act, which now only applies to one of its objects, that of these changes explain themselves.

I think that if the exempting part of the Act is passed, it should specify the persons to be exempted, and not delegate that extraordinary power to the Government of Bombay.

The period of limitation in clause 3, ought to run from the passing of the Act; until then, all parties must have remained in suspense as to the intentions of Government.

3 May 1848.

(signed) *J. E. D. Bethune.*

MINUTE by the Honourable *J. E. D. Bethune.*

Nawab of Surat.

SINCE writing my former minute on the proposed Act for the family of the Nawab of Surat, my attention has been drawn to Act I. of 1844, in the analogous case of the family of the Nabob of the Carnatic, which Act contains clauses which appear

appear to me far better suited to the intended purpose, *mutatis mutandis*, as follows :—

a. No writ or process shall be sued forth or prosecuted against the person, goods or property of the several persons named in the schedule annexed to this Act, being the widows and family of the said late Nawab, or of any of them, unless with the consent of the Governor of Bombay in Council first had and obtained; such consent to be signified by the signature of the Secretary to Government, and any writ or process sued forth or prosecuted against the person, goods or property of the said several persons, or any of them, without such consent as aforesaid, shall be utterly null and void.

b. This Act shall not be construed to restrict the operation of the said treaty; and independently of this Act, the said several persons shall be entitled to claim, maintain, and enjoy any privilege to which, by virtue of the said treaty, they are or any of them is entitled.

9 May 1848.

(signed) *J. E. D. Bethune.*

MINUTE by the Honourable *J. E. D. Bethune.*

I HAVE altered the draft Act in the way agreed upon in Council. On reference to the limitations of Regulation V. of 1827 (Bombay Code), I found that they could not be expressed so simply as in Regulation II. of 1803 (Bengal Code). I believe, however, that what I have inserted meets Mr. Millett's views. Nawab of Surat.

As this Act has been so materially changed, might it not be prudent to return it to the Government of Bombay before passing it, for their observations?

I take it that there are no additional privileges secured by treaty, to which clause 5 can apply; but a similar clause is in the Nabob of the Carnatic's Act, and it is in principle right that it should be added.

22 May 1848.

(signed) *J. E. D. Bethune.*

Fort William, Home Department, Legislative, 27 May 1848.

AMENDED DRAFT ACT.

AN ACT for the Administration of the Estate of the late Nawab of Surat, and to continue Privileges to his Family.

WHEREAS it is expedient to provide for the administration of the estate of the late Nawab of Surat, Meer Ufzoolooddeen Khan, Kumrood Dowleh, Ushmut Jung Bahadoor: and whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by the said late Nawab and his relations and servants, by virtue of the treaty concluded between the East India Company and the said late Nawab on the 13th May 1800, recognized and confirmed by clause 2, section 21, Regulation II. of 1827, and clause 2, section 1, Regulation XI. of 1827, of the Bombay Code, ceased at the death of the said late Nawab, and it is deemed expedient that some of the said persons should continue to be privileged: It is enacted as follows:

1. No writ or process shall be sued forth or prosecuted against the person, goods, or property of the several persons named in the Schedule annexed to this Act, being the widows and family of the said late Nawab, or of any of them, unless with the consent of the Governor of Bombay in Council first had and obtained, such consent to be signified by the signature of one of the Secretaries to Government; and any writ or process sued forth or prosecuted against the person, goods, or property of the said several persons, or any of them, without such consent as aforesaid, shall be utterly null and void.

2. The Governor of Bombay in Council is empowered to act in the administration of the property of whatever nature, left by the late Nawab of Surat, in

regard to the settlement and payment of the debts and claims standing against the estate of the said late Nawab at the time of his death, and to make distribution of the remaining property among his family; and no act of the said Governor of Bombay in Council, in respect to the administration to, and distribution of such property, from the date of the death of the said late Nawab, shall be liable to be questioned in any court of law or equity.

3. The limitation of time for bringing suits in the civil courts, provided in Regulation V. of 1827, of the Bombay Code, shall be held in respect to all persons within the provisions of clause 2, section 21, of the said Regulation II. of 1827, to begin, as to all causes of action arising before the passing of this Act, from the day of the passing of this Act, subject to this provision, that no suit by or against any of the said persons shall be entertained in any civil court on account of any cause of action which arose at a time preceding the death of the said late Nawab by more than the number of years or months severally limited with reference to such cause of action by the said Regulation V. of 1827, as the period within which the suit must be filed after such cause of action arose or came to the knowledge of the plaintiff, as the case may be.

4. Deeds registered under the provisions of any Act passed by the Governor-general of India in Council, shall not, on the sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the day of the passing of this Act, by any persons within the provisions of the said clause 2, section 21, of Regulation II. of 1827, provided that such last-mentioned deed relates to property conveyed to the owner before the day of the passing of this Act.

5. This Act shall not be construed to restrict the operation of the said treaty; and independently of this Act the said several persons shall be entitled to claim, maintain, and enjoy any privilege to which by virtue of the said treaty they or any of them may be entitled.

SCHEDULE.

- | | | |
|-----------------------------|--------------------|--------------------|
| 1. Badshah Begum - - - - | Widow - - | |
| 2. Ameerool Nissa Begum - - | Widow - - | |
| 3. Meer Jaffir Ali - - - - | Son-in-law - | of the late Nawab. |
| 4. Zeeanol Nissa Begum - - | Grand-daughter | |
| 5. Raheemool Nissa Begum - | Grand-daughter | |
| 6. Meer Moeenooddeen Khan - | Buckshee. | |
| 7. Meer Kumrood - - - - | Velud Shumsoodien. | |

No. 428.

Home Department. LETTER from *G. A. Bushby*, Esq., Secretary to the Government of India in
—Legislative. the Home Department, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

I AM directed to forward, for submission to the Right honourable the Governor in Council, the accompanying amended draft Act "for the Administration of the Estate of the late Nawab of Surat, and to continue Privileges to his Family," and to request that his Lordship in Council will have the goodness to favour the Supreme Government with any observations or suggestions on its provisions which may appear to be necessary.

2. It will be observed, that amendments have been made in sections 3 & 4, since the reading on the 5th of February, besides other verbal alterations. The clauses relating to privileges, are modelled on Act I. of 1844.

3. I am directed to take the opportunity of transmitting, for such notice as it may seem to deserve, the copy of a petition from Meer Jaffir Ali Khan.

I have, &c.

Fort William, }
27 May 1848. }

(signed) *G. A. Bushby*,
Sec. to the Government of India.

No. 132 of 1848.

LETTER from *A. Malet, Esq.*, Chief Secretary to the Government of Bombay, to
G. A. Bushby, Esq., Secretary to the Government of India, Fort William.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 27th May last (No. 428), forwarding an amended draft Act, "For the administration of the Estate of the late Nawab of Surat, and to continue Privileges to his Family;" and to transmit to you, for submission to the Right honourable the Governor-general of India in Council, an extract from the proceedings of this Government, as per margin,* on the subject.

*vide Note at foot
of page.*

• 2. In forwarding these documents, I am desired to state, that, in the opinion of his Lordship in Council, the preamble of the amended draft Act appears in several respects preferable to that of the original draft, as setting forth more fully the objects of the proposed enactment.

3. Article 1 of the amended draft does not, like the corresponding article of the original draft, confer upon the widows, relatives, and connexions of the late Nawab, a positive and unqualified exemption from the jurisdiction of the Honourable Company's courts in civil and criminal matters, but only a general exemption, capable of being revoked or held in abeyance from time to time, at the pleasure of the Governor in Council of Bombay.

4. No provision moreover is made, as in the original draft, as to the tribunal to which in civil and criminal matters the parties exempted from the ordinary tribunals, shall be amenable. The proposed amended article is in substance the same as Article 2, of Act I. of 1844, being "An Act for securing certain immunities and privileges to his Highness the Nawab of Carnatic, his Family and Retinue." This Act the Right honourable the Governor in Council presumes is intended to convey in perpetuity certain privileges on the Nawab of the Carnatic, his family and retainers. Whereas it is contemplated that the privileges to be conferred on the family and connexions of the late Nawab of Surat, shall terminate with their lives. In the former case, it would appear requisite that the privilege should, on sufficient cause existing, be capable of being suspended at the pleasure of Government, but in the latter case, as already determined in the cases of the families of the late chiefs of Colaba and Mandavie, it would, his Lordship in Council conceives, be proper that the exemption should not be capable of being interfered with.

5. Article 2 of the amended draft Act is in substance the same as Article 2 of the original draft.

6. Article 3, I am desired to observe, materially differs from the same article of the original draft, since, as appears to Government, it contemplates giving ordinary courts of the Honourable Company the power of jurisdiction in certain cases, arising in the interval between the death of the late Nawab and the passing of the Act. It occurs to his Lordship in Council, however, that as the delay in the passing of the Act has arisen from unavoidable causes, and not by any fault of the family of the deceased, the privilege of exemption from the ordinary tribunals of the Honourable Company should be declared to have full effect for the entire period intervening between the date of his death, until the passing of the Act. If the Right honourable the Governor-general of India should resolve to amend this article to the extent above specified, a similar amendment, I am desired to observe, will be requisite at the close of Article 4.

7. His Lordship in Council does not consider Article 5 of the amended draft to be requisite, since the treaty with the late Nawab of Surat has, by his death

* 1. Minute by the Right honourable the Governor, dated the 23d June last, subscribed to by the Honourable Mr. Willoughby.

2. To the Acting Registrar of the Sudder Adawlut, dated 27th June last, No. 2675.

3. To the Agent for the Honourable the Governor at Surat, dated the 27th June last, No. 2676.

4. From the Acting Register of the Sudder Adawlut, dated the 4th instant, No. 1963.

5. From the Agent for the Honourable the Governor at Surat, dated the 5th instant, No. 210.

death without legitimate male issue, and the consequent extinction of the title and dignity of Nawab, become obsolete.

8. In conclusion, I am desired to request that you will solicit the attention of the Right honourable the Governor-general of India in Council to my letter, dated the 10th April last, No. 66, on the subject of Meer Jaffer Allée's Memorial to his Lordship in Council, of the 14th of the same month, and to observe, that this Government has no remark to offer on that memorial, except that the opinion expressed in my letter above alluded to remains unchanged.

Bombay Castle,
28 July 1848.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

No. 2675 of 1848.—Political Department.

LETTER from *A. Malet*, Esq., Chief Secretary to Government, Bombay, to
M. Larken, Esq., Acting Registrar to the Sudder Adawlut.

Sir,

WITH reference to your letter, No. 1225, dated the 12th May 1847, and to the proposed Act for the administration of the estate of the late Nawab of Surat, read before the Legislative Council of India on the 5th February last, I am directed to transmit to you the accompanying extract, paragraphs 1 and 2, from a letter from the Secretary to the Government of India, No. 428, dated the 27th ultimo, and copy of the amended Act therewith submitted, and to request that the Judges of the Sudder Adawlut will have the goodness to favour the Right honourable the Governor in Council with any observations or suggestions on its provisions which may occur to them.

Bombay Castle,
27 June 1848.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

(True copy.)

(signed) *A. Malet*, Chief Secretary.

No. 2676 of 1848.—Political Department.

LETTER from *A. Malet*, Esq., Chief Secretary to Government, Bombay, to
W. C. Andrews, Esq., Agent for the Right honourable the Governor at Surat.

Sir,

WITH reference to the draft Act read before the Legislative Council of India on the 5th February last, for the administration of the estate of the late Nawab of Surat, I am directed to transmit to you the accompanying extract, paragraphs 1 and 2, from a letter from the Secretary to the Government of India, No. 428, dated the 27th ultimo, and copy of the amended Act therewith submitted, and to request that you will have the goodness to favour the Right honourable the Governor in Council as soon as practicable with any observations or suggestions on its provisions which may occur to you.

Bombay Castle,
27 June 1848.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

(True copy.)

(signed) *A. Malet*, Chief Secretary.

MINUTE by the Right honourable the Governor, concurred in by the
Honourable Mr. *Willoughby*.

1. The draft Act now forwarded by the Government of India differs in many respects from the one prepared by this Government, and which was read for the

the first time before the Legislative Council on the 5th February last. These differences are as follow :

DRAFT ACT, as read on the 5th February last.

Fort William,—Home Department, Legislative, the 5th February 1848.

THE following draft of a proposed Act was read in Council for the first time on the 5th of February 1848 :

Act No. of 1848.

AN ACT for the Administration of the Estate of the late Nawab of Surat.

WHEREAS it is expedient to provide for the administration of the estate of the late Nawab of Surat, Meer Uzsoobooddeen Khan, Kumrood Dowleh, Ushmut Jung, Bahadoor : and whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by certain persons under the provisions of clause 2, section 21, Regulation II. of 1827, and clause 2, section 1, Regulation XI. of 1827 of the Bombay Code, ceased and determined at the death of the said late Nawab, and it is deemed desirable to continue such privilege to some of the said persons :

1. It is hereby enacted, that the Governor of Bombay in Council shall be and is hereby empowered, to exempt from the jurisdiction of the civil and criminal courts, the widows and such of the present relatives of the late Nawab of Surat as may to him seem proper, and to declare the persons so exempted amenable to the authority of an agent, whom he may appoint for this purpose.

2. And it is hereby enacted, that it shall be competent to the Governor in Council of Bombay to act in the administration of the property of whatever nature left by the late Nawab of Surat, in regard to the settlement and payment of the debts and claims standing against the estate of the said late Nawab at the time of his demise, and to make distribution of the remaining property among his family, and that all acts of the said Governor in Council of Bombay, in respect to such property, from the date of the demise of the said late Nawab, shall be held to be valid and not liable to be questioned in any court of law.

3. And it is further enacted, that the limitation of time for filing claims in the civil courts, provided in the said Regulation V. of 1827, shall be held in respect to all persons who are exempted from the jurisdiction of the civil courts by the provisions of clause 2, section 21, of the said Regulation II. of 1827, to commence from the 8th day of August 1842,

DRAFT as now proposed to be amended by the Government of India.

Fort William,—Home Department, Legislative, the 27th May 1848.

Amended Draft Act.

AN ACT for the Administration of the Estate of the late Nawab of Surat, and to continue Privileges to his Family.

WHEREAS it is expedient to provide for the administration of the estate of the late Nawab of Surat, Meer Uzsoobooddeen Khan, Kumrood Dowleh, Ushmut Jung, Bahadoor : and whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by the said late Nawab, and his relations and servants, by virtue of the treaty concluded between the East India Company and the said late Nawab on the 13th May 1800, recognized and confirmed by clause 2, section 21, Regulation II. of 1827, and clause 2, section 1, Regulation XI. of 1827, of the Bombay Code, ceased at the death of the said late Nawab, and it is deemed expedient that some of the said persons should continue to be privileged, it is enacted as follows :

1. No writ or process shall be sued forth or prosecuted against the person, goods or property of the several persons named in the Schedule annexed to this Act, being the widows and family of the said late Nawab, or of any of them, unless with the consent of the Governor of Bombay in Council first had and obtained, such consent to be signified by the signature of one of the Secretaries to Government ; and any writ or process sued forth or prosecuted against the person, goods or property of the said several persons, or any of them, without such consent as aforesaid, shall be utterly null and void.

2. The Governor of Bombay in Council is empowered to act in the administration of the property of whatever nature left by the late Nawab of Surat, in regard to the settlement and payment of the debts and claims standing against the estate of the said late Nawab at the time of his death, and to make distribution of the remaining property among his family ; and no act of the said Governor of Bombay in Council, in respect to the administration to and distribution of such property, from the date of the death of the said late Nawab, shall be liable to be questioned in any court of law or equity.

3. The limitation of time for bringing suits in the civil courts, provided in Regulation V. of 1827, of the Bombay Code, shall be held in respect to all persons within the provisions of clause 2, section 21, of the said Regulation II. of 1827, to begin, as to all causes of action arising before the passing of this Act, from the day of the passing of this Act ;

DRAFT ACT, as read on the 5th February
last.

1642, being the date of the demise of the
said late Nawab.

4. And it is further enacted, that deeds registered under the provisions of any Act passed by the Governor-general in Council of India, shall not, on the sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the promulgation of this Act, by any persons distinctly exempted under the said clause 2, section 21, of Regulation II. of 1827, provided such deed shall relate to property conveyed to the owner prior to the date of the demise of the said late Nawab.

Ordered, that the draft now read be published for general information.

Ordered, that the said draft be re-considered at the first meeting of the Legislative Council of India, after the 5th day of May next.

(signed) *G. A. Bushby*,
Secretary to the Government of India.

DRAFT as now proposed to be amended by
the Government of India.

Act; subject to this provision, that no suit by or against any of the said persons shall be entertained in any civil court on account of any cause of action which arose at a time preceding the death of the said late Nawab, by more than the number of years or months severally limited with reference to such cause of action by the said Regulation V. of 1827, on the period within which the suit must be filed after such cause of action arise or came to the knowledge of the plaintiff, as the case may be.

4. Deeds registered under the provisions of any Act passed by the Governor-general of India in Council, shall not, on the sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the day of the passing of this Act, by any persons within the provisions of the said clause 2, section 21, of Regulation II. of 1827, provided that such last-mentioned deed relates to property conveyed to the owner before the day of the passing of this Act.

5. This Act shall not be construed to restrict the operation of the said treaty; and, independently of this Act, the said several persons shall be entitled to claim, maintain, and enjoy any privilege to which, by virtue of the said treaty, they, or any of them, may be entitled.

SCHEDULE.

1. Badshah Begum -	-	-	Widow -	-	} of the late Nawab.
2. Ameetool Nissa Begum	-	-	ditto -	-	
3. Meer Jaffer Alli -	-	-	Son-in-law -	-	
4. Zeeatool Nissa Begum -	-	-	Grand-daughter	-	
5. Raheemool Nissa Begum	-	-	ditto -	-	
6. Meer Moocenodeen Khan	-	-	Buckshee.		
7. Meer Kunroodeen Valat Shumsodeen.					

(True copy.)

(signed) *G. A. Bushby*,
Secretary to the Government of India.

2. The preamble of the amended draft Act appears to me to be in several respects preferable to that of the original draft, as setting forth more fully the objects of the proposed enactment.

3. Article 1 of the amended draft does not, like the same article of the original draft, confer upon the widows, relatives and connexions of the late Nawab a positive and unqualified exemption from the jurisdiction of the Honourable Company's courts, in civil and criminal matters, but only a general exemption, capable of being revoked or held in abeyance, from time to time, at the pleasure of the Governor in Council of Bombay.

4. No provision, moreover, is made, as in the original draft, as to the tribunal to which, in civil and criminal matters, the parties exempted from the ordinary tribunals shall be amenable. The proposed amended article is, in substance, the same as Article 2 of Act I. of 1844, being "An Act for securing certain Immunities

nities and Privileges to his Highness the Nawab of the Carnatic, his Family and Retinue." This Act, I presume, is intended to convey, in perpetuity, certain privileges on the Nawab of the Carnatic, his family and retainers; whereas, it is contemplated that the privileges to be conferred on the family and connexions of the late Nawab of Surat, shall terminate with their lives. In the former case, it would appear requisite that the privilege should, on sufficient cause existing, be capable of being suspended at the pleasure of Government; but in the latter case, as already determined in the cases of the families of the late Chiefs of Colaba and Mandavie, it would, I conceive, be proper that the exemption should not be capable of being interfered with.

5. Article 2 of the amended draft Act is in substance the same as Article 2 of the original draft.

6. Article 3 materially differs from the same article of the original draft, since, as appears to me, it contemplates giving our ordinary courts the power of jurisdiction in certain cases arising in the interval between the death of the late Nawab and the passing of the Act. It occurs to me, however, that, as the delay in the passing of the Act has been occasioned by Government, and not by any fault of the family of the deceased, the privilege of exemption from our ordinary tribunals should be declared to have full effect for the entire period intervening between the date of his death until the passing of the Act. If the Government of India should resolve to amend this article to this extent, a similar amendment will, I presume, be requisite at the close of Article 4.

7. Article 5 of the amended draft is new, and is in substance the same as Article 6 of Act I. of 1844, to which I have already alluded. I do not conceive this proposed additional article to be requisite, since the treaty with the late Nawab of Surat has, by his death without legitimate male issue, and the consequent extinction of the title and dignity of Nawab, become obsolete.

8. I would suggest that without communicating these views to the Sudder Adawlut, the proposed amended Act be referred to the Judges, with a request that they will favour us with any observations or suggestions on its provisions which may occur to them. A similar reference may be confidentially made to the Agent for the Governor of Surat.

9. We have already received from Meer Jaffer Allee a transcript of his memorial to the Right honourable the Governor-general of India in Council, dated the 14th April last. The principal object of this memorial appears to be to obtain a modification to the effect therein solicited, of Article 2 of the original draft Act, and as, on the 10th April last, we informed the Government of India, that we did not consider it expedient to comply with this request, that authority may be informed that we have no remark to offer in regard to this memorial, except to observe that this opinion remains unchanged.

(signed) *Falkland.*

23 June 1848.

J. P. Willoughby.

(True copy.)

(signed) A. Malet, Chief Secretary.

No. 1963 of 1848.

LETTER from *M. Larken*, Esq., Acting Registrar, to *A. Malet*, Esq., Chief Secretary to Government, Political Department, Bombay.

Sir,

I HAVE the honour, by direction of the Court of Sudder Dewanee Adawlut to acknowledge the receipt of your letter No. 2075, dated the 27th ultimo, and to state in reply that they have no objection to offer to the amended draft Act referred therewith for the administration of the late Nawab of Surat, &c.

Present—
A. Bell, Esq.
B. Hutt, Esq.
and
G. Grant, Esq.

I have, &c.

(signed) *M. Larken*,
Acting Registrar.

Bombay, Sudder Dewanee Adawlut,
4 July 1848.

(True copy.)

(signed) A. Malet, Chief Secretary.

No. 210 of 1848.

LETTER from *W. C. Andrews*, Esq., Agent for the Right honourable the Governor at Surat, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter No. 2676, dated 27th ultimo, forwarding an extract, being paras. 1 and 2 from a letter from the Secretary to the Government of India, No. 428, dated 27th May last, and copy of the amended draft Act therewith submitted, and desiring me to submit to Government any observations or suggestions on its provisions that may occur to me.

2. In obedience to these instructions, I beg respectfully to submit the following observations :

1st. Section 1 of the amended draft Act appears to me defective, in so far as it does not declare to what authority or tribunal the parties to whom the privilege of exemption from the jurisdiction of our civil and criminal courts is continued, are to be amenable.

2d. The provisions of section 3 of the draft Act, read on the 5th February last, which declare the limitation of time for the purposes therein set forth, to commence from the date of the death of the late Nawab, appear to me to be more appropriate to the existing circumstances already put in clause 2, section 21, of Regulation II. of 1827, than those of the corresponding section of the amended draft, which would make the date of the passing of this Act the period from which the limitation of time should be calculated. I see no objection to the proviso which is introduced at the close of the 3d section of the amended draft.

3d. With regard to section 4 of the amended draft, I beg respectfully to observe, that, with the exception of the mere verbal differences, I think the provisions of the corresponding section of the draft read on the 5th February last preferable, for reasons similar to those expressed in my observations on the preceding section.

4th. The provisions of section 5 of the amended draft appear to me to be superfluous, as I am not aware that the several persons included in clause 2, section 21, of Regulation II. of 1827, and clause 2, section 1, of Regulation XI. of 1827, of the Bombay Code, besides those whose privileges are continued to them by this proposed enactment, possess or are entitled to claim, maintain and enjoy any privilege in virtue of the treaty therein alluded to, independently of this Act, and the introduction of this section into the Act might therefore hereafter prove troublesome, if not mischievous.

Surat, Office of Agent
for the Right hon. the Governor,
5 July 1848.

I have, &c.
(signed) *W. C. Andrews*, A. G.

(True copy.)

(signed) *A. Malet*, Chief Secretary.

MINUTE by the Honourable *J. E. D. Bethune*.

Nuwab Surat.

THE Government of Bombay object to the clause proposed to be substituted for the first clause in the draft Act submitted by them, and remark that it is defective, in not containing, as the original clause did, a provision as to the tribunal to which, in civil and criminal matters, the parties exempted from the ordinary tribunals shall be amenable: I apprehend none such is necessary.

According to the proposed clause (which is copied with slight verbal changes from Act I. of 1844, relating to the Nawab of the Carnatic), the privileged person will enjoy entire exemption from all law, unless by leave of the Governor of Bombay. The practical operation of this enactment, as I conceive, will be, that the Governor, or his Agent, will remonstrate with them in all cases of wrongful acts, and, if necessary, enforce restitution or amends by the threat of allowing

allowing the law to take its course against them. This is intelligible. The clause, as originally proposed, is full of difficulty. The privileged persons are to be exempted from the jurisdiction of the civil and criminal courts, and amenable to the authority of an Agent of the Governor of Bombay. It deserves to be noticed that clause 2, chapter I, Regulation XI. of 1827, of Bombay Code, which has furnished the model for this clause, went further than the treaty which it professed to confirm.

Article 7 of that treaty (quoted in Appendix (A.) to Regulation XI. of 1827), provided only that complaints against the relatives or servants of the Nawab should be referred, in the first instance, to him for justice; and it might be inferred, that if he failed to order an investigation, and carry the sentence into execution as there provided, it was intended that the jurisdiction of the ordinary tribunals should be let in; but that was altogether ousted by the Regulation. It is now proposed that the Governor's Agent is to exercise jurisdiction over these persons, according to what law? If Meer Jaffur Ali assaults or murders a British subject, how is the Agent to try him? what sentence is he to pronounce? how is it to be executed? Or, on the other hand, if an assault is committed on him by a British subject, is it intended that this also should be cognizable by the Agent? It cannot be by the courts, which cannot summon him as a witness, or tender an oath to him. So in civil suits, these parties deal with other unprivileged persons; they buy or sell land. Is every suit to be stopped in which their interest is directly or indirectly concerned? These are some of the difficulties which lie on the surface of the clause as proposed by the Bombay Government. It is to be observed, that the court of Sudder Dewanny at Bombay, to whom the Governor directed the Act to be referred, without any intimation of the opinion of his Lordship in Council, reply that they have no objection to make to it.

The dates fixed on in the amended draft in clauses 3, 4, are such as appeared to Mr. Millet and me to meet most accurately the justice of the case, after considerable discussion.

The Government of Bombay think they stood better as they were. The subject is rather intricate; but, as at present advised, I see no reason to doubt the soundness of the amendments made by the Legislative Council.

If, on reading the observations of the Government of Bombay, the Governor-general, or any other member of Council, shall see reason to think we have been mistaken, I hope I shall be open to conviction. I own that I do not thoroughly understand the suggestion that, if our dates are adopted, a further correction is needed at the end of clause 4.

The Government of Bombay observe that clause 5 is useless, and may hereafter prove mischievous, by giving rise to an unfounded idea that any part of the treaty survived after the death of the Nawab.

I proposed it only by way of protestation, that this Act was not an infringement of any arrangement formerly entered into by the Company; but I think there is force in the observation of the Government of Bombay, and that it had better be omitted.

12 August 1848.

(signed) *J. E. D. Bethune.*

No. 677.

LETTER to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 132, dated the 28th ultimo, with enclosures, and in reply to state, that the Governor-general in Council having maturely considered the objections offered by the Right honourable the Governor in Council to the amended draft Act, "For

the Administration of the Estate of the late Nawab of Surat, and to continue Privileges to his Family," the Act has this day been passed as No. XVIII. of 1848, with the further amendments which will be found therein.

Fort William,
26 August 1848.

I have, &c.
(signed) *G. A. Bushby*,
Secretary to the Government of India.

ACT No. XVIII. of 1848.

Passed by the Governor-general of India in Council, on the
26th August 1848.

AN ACT for the Administration of the Estate of the late Nawab of Surat, and to continue Privileges to his Family.

WHEREAS it is expedient to provide for the administration of the estate of the late Nawab of Surat, Meer Ufzoolooddeen Khan, Kumrood Dowlch, Ushmut Jung, Bahadoor: and whereas the exemption from the jurisdiction of the civil and criminal courts enjoyed by the said late Nawab and his relations and servants, by virtue of the treaty concluded between the East India Company and the said late Nawab on the 13th May 1800, recognised and confirmed by clause 2, section 21, Regulation II. 1827, and clause 2, section 1, Regulation XI. 1827, of the Bombay Code, ceased at the death of the said late Nawab, and it is deemed expedient that some of the said persons should continue to be privileged; It is enacted as follows:

1. No writ or process shall be sued forth or prosecuted against the person, goods or property of the several persons named in the Schedule annexed to this Act, being the widows and family of the said late Nawab, or of any of them, unless with the consent of the Governor of Bombay in Council first obtained; such consent to be signified by the signature of one of the Secretaries to Government; and any writ or process sued forth or prosecuted against the person, goods or property of the said several persons, or any of them, without such consent as aforesaid, shall be utterly null and void.

2. The Governor of Bombay in Council is empowered to act in the administration of the property of whatever nature left by the late Nawab of Surat, in regard to the settlement and payment of the debts and claims standing against the estate of the said late Nawab at the time of his death, and to make distribution of the remaining property among his family; and no act of the said Governor of Bombay in Council, in respect to the administration to and distribution of such property, from the date of the death of the said late Nawab, shall be liable to be questioned in any court of law or equity.

3. The limitation of time for bringing suits in the civil courts, provided in Regulation V. 1827, of the Bombay Code, shall be held, in respect of all persons within the provisions of clause 2, section 21, of the said Regulation II. 1827, to begin, as to all causes of action arising before the passing of this Act, from the day of the passing of this Act, subject to this provision, that no suit by or against any of the said persons shall be entertained in any civil court, on account of any cause of action which arose at a time preceding the death of the said late Nawab by more than the number of years or months severally limited, with reference to such cause of action, by the said Regulation V. 1827, as the period within which the suit must be filed after such cause of action arose, or came to the knowledge of the plaintiff, as the case may be.

4. Deeds registered under the provisions of any Act passed by the Governor-general of India in Council shall not, on the sole ground of priority of registration, invalidate deeds which may be duly registered within six months from the day of the passing of this Act, by any persons within the provisions of the said clause 2, section 21, Regulation II. 1827, provided that such last-men-

tioned

tioned deed relates to property conveyed to the owner before the day of the passing of this Act.

SCHEDULE.

- | | | | | |
|--|---------|----------------|-----|----------------------|
| 1. Badsah Begum | - - - - | Widow | - - | } of the late Nawab. |
| 2. Ameerool Nissa Begum | - - | Widow | - - | |
| 3. Meer Juffer Ali | - - - - | Son-in-law | - - | |
| 4. Zeeaool Nissa Begum | - - | Grand-daughter | | |
| 5. Ruheemool Nissa Begum | - - | Grand-daughter | | |
| 6. Meer Moeenoodeen Khan Buckshee. | | | | |
| 7. Meer Kumroodeen Unlud Shumsooddeen. | | | | |

(True copies.)

East India House,
28 May 1857.

(signed) J. S. Mill,
Examiner of India Correspondence.

EAST INDIA (NAWÁB OF SURAT).

**COPY of MINUTES of the MEMBERS of COUNCIL
of the Government of India in Consultation on
Act XVIII. of 1848, relating to the Property of
the late NAWAB of SURAT.**

(Sir Fitz Roy Kelly.)

*Ordered, by The House of Commons, to be Printed,
4 June 1857.*

71—Sess. 2.

Under 4 oz.

AMEER ALI MORAD.

RETURN to an Order of the Honourable The House of Commons,
dated 24 July 1856;—for,

COPIES “ of any DESPATCHES addressed to the Governor-General of India, in reply to the Despatch of Lord *Dalhousie*, dated the 27th day of February 1851, on the subject of the Confiscation of the Territories of the Ameer Ali Morad : ”

“ Of all CORRESPONDENCE that has passed between his Highness Ameer Ali Morad and the Authorities of India on the subject of that Confiscation, subsequent to the Proclamation of the 19th day of January 1852 : ”

“ Of any CORRESPONDENCE that has taken place between Ameer Ali Morad and the Authorities in India, relative to his intended visit to *England* : ”

“ Of the DEPOSITIONS or other Information on the Claims of Ali Morad, recorded by Captain *Pope* on the occasion of his Visit to Khyrpoor, in August 1843, as stated by Captain *Pope* in his Letter to *F. Thomason*, Esq., Secretary to the Government of India, dated Sukkur, October 24th, 1843, and published in page 63 of Parliamentary Papers, No. 73 of Session 1852 : ”

“ Of all CORRESPONDENCE between the Magistrate of Sukkur and the Government of Scinde, between the Years 1843 and 1845, or during the same Period between the Government of Scinde and that of India, respecting the withholding from Ameer Ali Morad of the Pergunnahs of Meerpoor, Mahtela, and Meherkee, and of any Correspondence between the same Parties relative to their Restitution to him in 1846 : ”

“ Of the PROCLAMATION of Mr. Commissioner *Freere*, dated the 19th day of January 1852, confiscating the Territories of the Ameer Ali Morad : ”

“ And, RETURN of the several Pergunnahs and Districts confiscated by this Proclamation, and of the Gross Revenue received by the Indian Government from each of those Districts, in each of the Years since the date of the Proclamation. ”

East India House, }
16 February 1857. }

JAMES C. MELVILL.

(*Mr. Isaac Butt.*)

Ordered, by The House of Commons, to be Printed,
16 March 1857.

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**PAPERS relating to the CONFISCATION of the TERRITORIES of the
AMEER ALI MORAD.**

Papers on the
Confiscation of
the Territories of
Ameer Ali Morad

EXTRACT POLITICAL LETTER from the Court of Directors to the Government of India; dated 24 September (No. 33) 1851.

1. WE now reply to the Governor-general's letter in the Foreign Department, dated 1 March (No. 16) 1851, respecting the results of the investigation into the conduct of the Ameer of Kyrpore, Meer Ali Morad.

2. Before Sir Charles Napier quitted Sind he had received information that the treaty of Nownahur, concluded between Meer Ali Morad on the one part, and Meer Roostum and Meer Nusseer Khan on the other, and entered in a copy of the Koran, had been fraudulently altered by Meer Ali Morad, so as to substitute, among the possessions ceded to him, instead of the village of Mathela, the pergunnahs of Meerpoor, Mathela, and Mehurkee. Various circumstances prevented an early investigation into the truth of this charge; but at length, on the recommendation of the Governor-general, the Bombay Government appointed for the purpose a commission, consisting of Mr. Pringle, Major Lang, and Major Jacob.

3. The Commission held its inquiry in the presence of Meer Ali Morad, and of all other persons whose presence he desired; and he had the power, which he freely exercised, of producing witnesses and documents, and of cross-examining the witnesses who appeared against him.

4. In the unanimous opinion of the Commission, in that of the Bombay Government, and of the Governor-general, the charge of fraudulent alteration in the treaty is fully established against Meer Ali Morad, and in this opinion we entirely concur. We also feel satisfied, from a perusal of the papers transmitted to us, that Meer Ali Morad prevented certain stipulations, agreed on between himself and Meer Roostum, when the latter resigned the turban to him in 1842, from coming to the cognizance of the British Government, and thereby acquired much more territory than he was fairly entitled to enjoy.

5. After full consideration of all the circumstances of the case, we have come to the determination that Meer Ali Morad should not only be compelled to give up the possessions of which he has fraudulently made himself master, but should no longer be permitted to retain the turban, and be considered the Rases of Upper Sind, and that his authority and possessions should be strictly limited to the territory inherited by him from his father.

6. We desire that this our opinion be acted on, unless any considerations of policy should induce you to think it advisable to leave Meer Ali Morad in possession of any larger portions of territory than that above designated; in which case you will make a further report to us, but without suspending the execution of our orders in any other respect.

EXTRACT SECRET LETTER from *H. B. E. Frere, Esq.* (Commissioner in Sind), to the Right Honourable Lord *Falkland* (Governor and President in Council, Bombay); dated 29 January, No. 40 of 1852.

I HAVE now the honour to report, somewhat at more length than I was able to do in my letter, No. 25, of the 18th instant, proceedings consequent upon the instructions received from Government relative to Meer Ali Morad.

Papers on the
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2. It is not necessary that I should repeat all the conflicting reports which from time to time reached me as to the Meer's intentions after he heard of the assemblage of a force at Roree. Whatever advice he may have received from various quarters, and it was not always friendly to the British Government, I have seen no reason to think that he ever wavered in his determination to submit. In other respects he was much perplexed what to do; but he was judicious enough to apply for advice to officers with whom he had been long acquainted, and to adopt their counsel, which was, of course, to remain quiet till he heard officially of the decision of the Government of India regarding him.

3. He sought an interview with me at the earliest possible period after my arrival at Roree, and appealed to me regarding the assemblage of the force, much in the same strain as in his subsequent letter, of which a copy is forwarded among the enclosures.

Vide No. 1.

4. On receiving a letter, drawn up in accordance with the instructions* of the Governor-general,* he has, I have already had the honour to report, declared his entire submission to the will of the British Government, begged that I would allow him one day to put his answer in writing, and that I would submit to the Government his request to be allowed to proceed to England.

5. In reply to my remarks as to the finality of the decision, he disclaimed all intention of appealing against it, further than by asking pardon for any offence of which he might be supposed to be convicted, and added that he had long been desirous of seeing England, and that his son, Shah Newaz, would take care of his affairs in his absence.

6. He has since repeatedly reverted to the subject, and I have reason to think that his wish is more than the passing fancy of the moment, which I at first imagined it to be.

Vide No. 2.

7. His written reply, of which a translation is annexed, was, according to promise, delivered to me on the 21st instant by his son Shah Newaz, who brought at the same time various documents which had been called for as necessary to the settlement of the case, and duplicates of the orders which had been issued by the Meer to all his officers in the resumed districts, requiring them to obey the orders of the British Government, to whom their districts had been transferred. His letter was, as is usual in such documents, purposely vague in many of its expressions; and there were portions which taken by themselves might have borne a somewhat different construction, and which therefore I thought it as well not to pass unnoticed in my reply. But all the Meer did was in perfect accordance with the tone of implicit obedience adopted both by father and son, who appeared equally anxious to prove the reality of their submission, and to promote an early settlement of all unadjusted questions.

Vide No. 3.

8. The Collector who had charge of the political duties connected with Khyrpore, as well as Captain Stanley, Lieutenant of Police in Upper Sind, had very ample means of obtaining correct information regarding what passed in the Meer's durbar, and neither of them had the slightest doubt of his sincerity in this respect.

9. Indeed, the state of his treasury and his credit, and the general feeling of his subjects was such, that any other course would have quite belied the reputation he has always possessed for a keen perception of his own immediate interests.

10. No class of his subjects, beyond a few immediate dependants, appear to have sympathised with him; and the proclamation which, in accordance with my instructions, was on the 21st instant issued in the terms prescribed by Enclosure (B.) in Sir H. Elliot's letter, appeared, as far as I have heard, to create a very general feeling of satisfaction among all affected by it.

Vide No. 4.

11. This was much more the case than I had expected, though I had often had occasion to remark the Meer's extreme unpopularity among his own people.

* *Vide* Letter from Sir H. Elliot, K.C.B., Secretary to the Government of India with the Governor-general, addressed to A. Malet, Esq., Chief Secretary to the Government of Bombay, No. 72, of the 25th December, Enclosure (A.)

No. 1.

Papers on the
Confiscation of
the Territories of
Ameer Ali Morad

DRAFT of a Persian Letter addressed to Meer Ali Morad, of Khyrpoor, by the Commissioner in Sind, as directed in para. 5 and Enclosure (A.) of the Letter from Sir Henry Elliot, Secretary to the Government of India with the most Noble the Governor-General, to the Chief Secretary of the Government of Bombay, No. 79, of the 26th of December 1851.

After compliments.

I HAVE now the honour, on behalf of the Government of India, to address your Highness for the purpose of conveying to you the final decision of the British Government upon those accusations against you which were submitted to the Commission at Sukkur, of which, Mr. Pringle, the late Commissioner, was president in the year 1849.

Those accusations were to the effect that after the battle of Nownahur, a treaty was entered into between you and Meer Roostum Khan, which treaty was written on certain blank leaves of a copy of the Koran.

That by the terms of that treaty the villages of Dadlo and Mathela, and seven other villages, then the property of Meer Roostum, were ceded to your Highness.

That by your orders this original treaty was afterwards, by an act of forgery, so altered as to signify the cession to you of the purgunnahs of Mathela, Meerpoor, and Mehurkeet, by virtue of which fraudulent alteration of the text of the treaty, those districts which, with the other possessions of Meer Roostum, belonged of right to the British Government, have up to this day remained in your possession.

Such were the accusations against your Highness. I have been directed to remind you that the Government of India, unwilling to believe the possibility of such allegations being founded on fact, and reluctant to condemn your conduct except on the clearest and fullest proof, caused a searching inquiry to be made into the truth of the facts alleged.

By the orders of the Government of India a Commission assembled at Sukkur. Your Highness was invited to attend in person, and every opportunity was afforded to you and to all of eliciting the truth, and of proving your Highness's innocence of the acts of which you were accused.

The Commission found that you entirely failed to rebut the charges which had been brought against you. You were convicted on the clearest evidence of having caused, by an act of forgery, the contents of the Treaty of Nownahur to be so altered, that you obtained possession of large districts instead of the villages originally ceded to you; this act being to the prejudice of the British Government, to whom the said districts rightfully belonged, and in gross violation of good faith and honour.

The unanimous opinion of the Commission on this point was assented to by the Government of Bombay. The most Noble the Governor-general acquiesced in their views, and the honourable the Court of Directors have now confirmed these concurrent judgments.

The Government of India has sought no pretext to interfere with your Highness's possessions. It desired that you should continue to rule the territories you held, in peace and security, and it was slow to entertain and urge against you accusations, which placed in jeopardy your reputation and authority.

But the Government of India cannot consent that the treacherous fraud by which you have debased your station and dishonoured your name, shall pass with impunity. It will not be permitted that a great public crime which has broken the faith of treaties, and has defrauded the British Government of its just rights and possessions, shall escape the punishment it justly deserves.

Wherefore, the Government of India has resolved that you shall be degraded from the rank of Rais, and that you shall be deprived of all your lands and territories excepting those hereditary possessions which you derived from your father, Meer Sohrab Khan.

I am, therefore, directed to call upon you to surrender the forfeited lands and territories into the possession of the British Government, peaceably, and without delay.

It is further my duty to inform you, that troops have been put in motion on every side of you, for the purpose of enforcing the determination of Government. I am to point out to you the danger of hesitation or delay in rendering full obedience to these demands, and the hopelessness of all attempts at resistance.

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Papers on the
Confiscation of
the Territories of
Ameer Ali Morad.

Should you, notwithstanding this warning, blindly seek to resist the authority of the Government of India, military operations will be forthwith commenced against you as an enemy in arms, and will be pursued, to your entire subjection and to the occupation of the territories which you would otherwise be still permitted to retain.

I am further to inform you that, on receiving your submission to the demand now addressed to you, I am empowered to adjust the several mutual claims which have been for some time pending between you and the Government of India.

(True copy.)

(signed) *H. B. E. Frere,*
Commissioner.

N. B.—Throughout the Persian version of this letter, the form heretofore used by my predecessor and myself in addressing Meer Ali Morad was adhered to. The words in their literal acceptation mean nothing more than "that friend."

(signed) *H. B. E. Frere.*

No. 2.

TRANSLATION of Letter addressed by Meer Ali Morad, Khan of Khyrpoor, to the Commissioner in Sind, in reply to the Letter of the latter, communicating the Instructions of the most Noble the Governor-General.

A. C.

I HAVE received your letter, informing me that the charge of forgery in the Treaty of Nownahar had been established in the opinion of the Commission which sat at Sukkur, and this decision, concurred in by the Bombay and Supreme Governments, had been finally confirmed by the Court of Directors, and that you had therefore been directed to convey the orders of Government for my deposition from the raiaship (or sovereignty), and that all my territories, except the possessions I received from my father, would be resumed; and, further, you called upon me to deliver up without delay the lands and districts, which under these instructions ~~were~~ to be resumed, and addressed to me other expressions tending to lower my character and dignity, such as were not suitable to so devoted a servant.

My friend, I have not the slightest disinclination to obey the orders of Government. Whatever the British Government may desire, I am ready to carry out their wishes; and, although this order be unjust and oppressive, yet I submit and conform to it; but you should bear in recollection my services; how, from the first, abandoning all my own dependants and relatives, I relied on the friendship of the British Government; and how I served and acted for Government at the time of the conquest of Sind, and in the wars with the Chandra Beloochees and other tribes in the hill campaign and elsewhere, and in which I expended lacs of rupees from my ancestral property. I hoped, in return for such services, to be exalted by gifts and favours from Government, but the result has not been according to my expectations, and, on the contrary, my enemies' wishes have been gratified by my becoming a laughing-stock to the whole world. My brethren who opposed the British Government, and who were most earnest in their attempts to induce me to pursue the same course, while I, separating myself from them, adhered firmly to the British, and even proceeded without hesitation to fight with them, they now will rejoice and openly exult and scoff at me.

Never did I expect that the British Government would deprive me of my rights, but, on the contrary, I had a thousand expectations; to relate which at the present moment could but increase my affliction.

My friend, the Turban of Sovereignty was from the first my hereditary possession, and the country attached to it also my right and property, as is testified by the will signed and sealed by my father, which is now in existence, and of which

PAPERS RELATING TO AMRER ALI MORAD.

which I herewith send a copy for your inspection;* and it was owing to the said will that Meer Rostum Khan made over to me the Turban of Sovereignty and country attached to it, and wrote on the Koran to that effect. The British Government also confirmed me therein, considering me the rightful heir to the turban, and not in the belief that another had a right to the sovereignty, or that I had attained it without good cause. Still I am aware that I obtained the sovereignty through the friendship of the British. It was not then worthy of the British Government to overthrow that which they themselves had raised, and to destroy, upon the representations of enemies, the character of one who is thoroughly and entirely devoted to their interests.

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Confirmation of
the Territories of
Amrer Ali Morad

So firm am I in my obedience to the Government, that, had the most humble person conveyed to me these instructions, I should not have disobeyed them. What need, then, to collect such an army, and cause me loss of character and disgrace? The proper course would have been, before collecting an army, to write to me, and if, in obeying, I showed any hesitation, then to collect an army.

You wrote, that if I disobeyed the orders and proceeded to resist, all resistance would be utterly hopeless. My friend, I have taken up the sword for the purpose of repelling the enemies of the British Government, but never for the purpose of resisting it. God forbid that I should ever do so; as long as I have breath in my body I shall never entertain any thoughts but those of obedience.

If my territory be required by the British Government, there is no room for me to ask the why and the wherefore. But it is well known that the district of Oobha (Oobaura) was for two years in the hands of the British, and when I returned from the hill campaign, Major-general Sir Charles Napier, in consideration of my services and rights, placed me in possession of the district. Had there been any obstacle it would certainly have become known at the time.

I have hopes that Government will take my claims into their favourable consideration, and show me the same kindness as heretofore. I have only one request now to make, and that I trust will be acceded to. It is this, that I have a great desire to proceed to London, and there, with your permission and the assistance of an agent, I will lay my case before Parliament, and the advisers of Her most gracious Majesty, whose justice and consideration for her servants are beyond measure. If in the same way my case should a second time be considered proved, according to the accusations of my enemies, I shall then have only to ask forgiveness for my faults. I hope, therefore, that I shall be favoured with your permission to depart, and be allowed a steamer to take me. This I shall consider as a great favour.

With regard to my territories I have to request, that if the charge regarding the treaty of Nownahur be considered by Government as proved, let the districts included in the treaty be resumed, and let the other possessions remain as they are until my return from England, so as to preserve my reputation. If this request be not acceded to, I have no power to resist the British Government, or disobey its decrees.

Dated 28th Rubbee Oolawul, 1268 Hijree

(Corresponding with 21 January 1852).

(True translation.)

(signed) *B. H. Ellis,*
Assistant Commissioner.

(True copy.)

(signed) *B. H. Ellis,*
Assistant Commissioner.

TRANSLATION of a Copy of a Document professing to be a Deed executed by Meer Sohrab Khan, and bearing his seal and handwriting, received as an enclosure to Meer Ali Morad's letter.

As it has frequently happened that the sovereign of a country has left several sons, who after his death quarrel and fight for dominion; for the prevention of such

* Unfortunately for the force of the Meer's remark, there is a later will in existence, of which I have just seen the original, expressly revoking this will, of which the Meer forwards a copy.

(signed) *B. H. Ellis.*

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Confiscation of
the Territories of
Ameer Ali Morad.

such disputes among my three sons, and for the arrangements of my affairs, I now, while in the full possession of all my faculties, make this will and execute this document, to the effect that, after my death, the Turban of Sovereignty and the Throne of Rule shall descend to Meer Roostum Khan, and after him to Meer Moobaruk Khan, and after him to Meer Ali Morad, according to the custom of Meers, by which all sons worthy of the honour succeed to their father's turban. And Meer Roostum Khan has received a larger share of territory than his brother, with the view that one-half of the produce, with the contracts, poll-tax, and fisheries of the whole country, shall be applied to the expenses of supporting the sovereignty. This half of the country and the said taxes on the whole country shall in turn be enjoyed by the possessor of the turban, and applied to its expenses. The other half of the country, exclusive of the contracts, fisheries, and poll-tax, has been bestowed on Meer Roostum Khan, as his share with the other brothers. This I have written as a binding decree and testament, to be carried into effect hereafter, and prevent disputes for ever. Dated 19th Suffur, 1245 Hijree (corresponding with).

sic. orig.

(True translation.)

(signed) *B. H. Ellis,*
Assistant Commissioner.

No. 3.

DRAFT of a Persian Letter to Meer Ali Morad.

A. C.

I HAVE received your letter of 21st January, which, taken in conjunction with your own personal assurance to me when I had the honour of seeing you, with the messages you sent to me by the Collector of Shikarpoor and by your sons Shah Nuwaz and Fyz Mahomed, and with the circular orders to the Kandars of the districts resumed by Government, has been received as evidence of unreserved submission to the orders of the Government of India previously communicated to you.

With regard to what you write about going to England, it is fit I should remind you of what I have already stated, that the decision in this case has been fully concurred in by all those to whom Her Majesty confides the Government of India. Further agitation, therefore, by agents such as you propose, cannot alter a decision which is irrevocable. It can only tend to further loss of character.

The concluding request in your letter is so obviously inadmissible, and incompatible with the orders of the Government of India already communicated, that I should have considered it my duty to notice it further, had not Meer Shah Nuwaz assured me that it was merely intended as a suggestion for consideration, and not as a formal request on your part.

(signed) *H. B. E. Frere,*
Commissioner.

26 January 1852.

No. 4.

DRAFT of Proclamation translated into Persian, and issued on the 21st January 1852.

THE Government of India had long seen cause to believe that his Highness, Meer Ali Morad Khan of Khyrpoor, by acts of forgery and fraud, had deprived the British Government of territory in Sind, to which it was lawfully entitled.

Reluctant to condemn the Ameer unless upon the clearest proof of his personal guilt, the Government of India directed that a full and public inquiry should be made into the charges that had been brought against him.

His Highness attended the inquiry in person. Every opportunity was afforded of eliciting the truth, and of establishing his Highness's innocence of the crime of which he had been accused.

His

His Highness Meer Ali Morad Khan entirely failed to rebut the charge. On clear and complete evidence, he was convicted of having destroyed a leaf of the Koran in which the treaty of Nownahur was written, and of having substituted for it another leaf of a different tenor, whereby his Highness fraudulently obtained possession of several large districts, instead of villages of the same name, greatly to the prejudice of the British Government, to which the said districts lawfully belonged, and in gross violation of faith and honour.

The Government of India sought no pretext to interfere with the possessions of his Highness Meer Ali Morad Khan. It desired that his Highness should continue to rule the territories he held, in peace and security, and it was slow to entertain and to urge against his Highness accusations which placed in jeopardy his reputation and authority.

But the Ameer's guilt has been proved. The Government of India will not permit his Highness Meer Ali Morad Khan to escape with impunity, and a great public crime to remain unpunished.

Wherefore, the Government of India has resolved, and hereby declares, that Meer Ali Morad Khan, of Kyrpore, is degraded from the rank of Rais, and that all his lands and territories, excepting those hereditary possessions only which were allotted to him by his father, Meer Sohrab Khan, shall henceforth be a portion of the British Empire in India.

The inhabitants of those territories are hereby called upon to submit themselves peaceably to the dominion under which they have passed, in full reliance that they will be defended against their enemies and protected from harm, and that, unmolested in their persons, in their property, and their homes, they will be governed with just and mild authority.

By order of the most Noble the Governor-general of India.

(signed) *H. B. E. Frere,*
Commissioner in Sind.

No. 90 of 1852.

LETTER from *E. Thomas, Esq.*, Officiating Under Secretary to the Government of India, to *A. Malet, Esq.*, Chief Secretary to the Government of Bombay.

Sir,

I AM directed by the most Noble the Governor-general in Council to acknowledge the receipt of your letter of the 14th instant, No. 11, submitting the further proceedings of the Government of Bombay in the case of Meer Ali Morad, and requesting the instructions of this Government on the question of permitting him to proceed to England.

2. In reply, I am desired to state that Meer Ali Morad should remain on his own lands, and will not have the consent of the Government of India to go to England; but if the Meer chooses to go without our consent, his Lordship in Council does not perceive what right we have to prevent him.

I have, &c.

(signed) *E. Thomas,*

Officiating Under Secretary to the Government of India.

Fort William, 27 February 1852.

Political Department, 24 December (No. 116) 1858.

LETTER from the Government of Bombay to the Court of Directors.

SIND; HIS HIGHNESS MEER ALI MORAD.

Honourable Sir,

WE beg to forward a Memorial, in original,* to the address of your Honourable Court, from his Highness Meer Ali Morad, of Khyrpoor, dated the 10th October last, soliciting, for reasons therein mentioned, a reconsideration of the proceedings

* This memorial has been printed at the Bombay Gazette newspaper office, and a printed copy accompanies this despatch. Some differences exist between the manuscript and printed copies, the whole of which are noticed in the margin of the latter.

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proceedings of the Sind Commission, which in the year 1850, inquired into the charge against him in connexion with the treaty of Nownahur, and that the proceedings which have been adopted in consequence of his guilt may be annulled.

2. On receipt of this memorial, we furnished a copy to the Government of India, with an intimation that, unless otherwise instructed, we purposed to forward the original memorial to your Honourable Court, unaccompanied by any observations. We have, in reply, been informed, in a letter from Mr. Officiating Secretary Grant, that the most Noble the Governor-general of India in Council approves of the adoption of the course proposed by this Government.

We have, &c.

(signed) *Falkland,*
D. A. Blane,
John Warden.

Bombay Castle, 24 December 1853.

EXTRACT POLITICAL LETTER from the Court of Directors to the Government of Bombay, dated 27 April (No. 13) 1854.

ANSWER to Political Letter, dated 24 December (No. 116) 1853.

Memorial from Meer Ali Morad of Khyrpoor, requesting reconsideration of the proceedings of the Commission which inquired into the charge against him in connexion with the treaty of Nownahur.

97. THE memorial of Meer Ali Morad has in no respect shaken the evidence on which he was found guilty, and deservedly mulctéd of a portion of his territory.

Extract Bombay Secret Consultation, November 1853.

No. 416 of 1853.—Secret Department.

LETTER from the Commissioner in Sind to the Right Honourable Lord Viscount *Falkland*, Governor and President in Council, Bombay.

My Lord,

I HAVE the honour to submit the accompanying copy of a letter, as per margin,* with memorial in original, for the orders of your Lordship in Council.

2. The memorial appears to be that referred to in para. 2 of my Report No. 171, dated the 14th May last.

3. I have only had time to read it over hastily, but it seems to me that the very small portion of it which is not entirely beside the question is very conclusively answered by the Report of the Sukkur Commission of Inquiry.

3. I have not however thought it right to detain the memorial with a view to make any remarks in detail, and if any such comments are required, I would request that a copy may be returned to me, as time has not admitted of so bulky a document being transcribed. It has, I believe, been printed at the "Bombay Gazette" press, and private parties have obtained copies in Bombay.

I have, &c.

(signed) *H. B. E. Frere,*
Commissioner in Sind.

Kurrachee, Commissioner's Office,
24 October 1853.

No. 275 of 1853.

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Amir Ali Morad

Letter from the Acting Collector, Shikarpoor, to the Commissioner in
Sind, Kurrachee.

Sir,

I HAVE the honour to forward the accompanying morasha from his Highness
Meer Ali Morad to your address, with Enclosure as per margin,* and to be, &c.

(signed) R. Couper, Lieut.
Acting Collector.

Shikarpoor Collector's Office,
Camp, Sukkur, 17 October 1853.

From His Highness Meer Ali Morad Khan to the Commissioner in Sind.

After compliments, &c.

ENCLOSED with this epistle is an English "arzee" for justice, on my own
behalf, addressed to the High Court of Directors. May I beg the favour of
your undertaking to forward it for me? It has been determined that Meerza Ali
Akbar Khan shall proceed as my wakeel to Europe. He will answer all
inquiries that it may be found requisite to institute respecting the above
memorial.

I also hope that the reply thereto may be given to the wakeel in Europe; as
in the event of its not being in accordance with his views, he has my permission
to procure a remedy by other means (*lit.*: that he should take another remedy
and road) and obtain justice in the matters "of the dependant of Government."
(The passage in inverted commas is an interlineation.) And as that friend†
is renowned for his great qualities, and well knows my sad state, I trust he will
look with as generous an eye as possible upon me, &c., &c.

(True translation.)

(signed) T. J. Goldsmid, Captain,
Deputy Collector.

Mohurum, 1270.

A. D. October 1853.

(True copies.)

(signed) B. H. Ellis,
Assistant Commissioner.

[The variations between the Manuscript and the Printed Copy of this Memorial
are indicated by Marginal Notes.]

To the Honourable the Court of Directors of the East India Company.

The Memorial of His Highness Meer Ali Morad Khan, late Rais of
Talpoor, in Upper Scinde, and now a Jagbeerdar under the
dominion of the British Government in India.

Showeth,

THAT your memorialist was until very recently the independent sovereign of
the whole of Upper Sind, and was, as such, in the possession and government
of territories, yielding to him a revenue of 15 lakhs of rupees per annum, and
inhabited by upwards of 800,000 people.

2. That by a treaty entered into by Lieutenant-colonel Sir Alexander Burnes,
on the part of the Governor-general of India, and ratified by the Right
Honourable Lord Auckland, as such Governor-general, on the 29th of December
1838, with his Highness Meer Roostam Khan Talpoor, then the Rais of Upper
Scinde,

* An English petition to the address of the Court of Directors, with papers connected with it.

† To whom the letter is addressed.

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Sind, a treaty entered into, as therein stated, for the satisfaction of your memorialist, it was agreed as follows:

3. "The East India Company hereby agrees never to covet one rea of the revenue of the share of Sind in the possession of Meer Ali Morad Khan, nor to interfere in its internal management."

4. That subsequently, under a treaty entered into on the field of battle, and known as the Nownahur Treaty, your memorialist's brother, Meer Roostum Khan, and his son, Meer Ali Ackbar Khan, and Meer Nusseer Khan (the eldest son of your memorialist's then deceased brother, Meer Moobaruk Khan), ceded to your memorialist the pergunnah of Mathela in Upper Sind, north of Roree, which had theretofore belonged to Meer Moobaruk Khan, and which he had divided into three tuppas, or portions, for distribution amongst his sons, called the tuppas of Meerpoor, Mathela, and Melhurkee.

5. That by a further treaty entered into at Deejee-Ka-Kote, in Upper Sind, on the 20th of December 1842, commonly called the Turban Treaty, your memorialist's said brother, his Highness Meer Roostum Khan, then the Rais or Ruler of Upper Sind, resigned the sovereignty and chiefship of the whole of the above territory to your memorialist, who was the next heir thereto, both under the will of their father, Meer Sohrab Khan, and according to the usages of the country and the Talpoor family, and your memorialist's right to the turban and to the country under that treaty was recognized and confirmed by the British Government.

6. That your memorialist has now been degraded by the Government of India from the rank of Rais, and deprived of the whole of his territories in Upper Sind, excepting those hereditary possessions only, which were allotted to him by his father, Meer Sohrab Khan, the latter yielding your memorialist an annual income of about three lakhs of rupees or under.

7. That the reasons for and justification of this very severe measure towards your memorialist are set forth in the following proclamation, issued by H. B. E. Frere, Esq., the Commissioner in Sind, dated the 21st of January 1852:—

"Proclamation.—The Government of India had long seen cause to believe that his Highness Ali Morad Khan, of Khyrpore, by acts of forgery and fraud had deprived the British Government of territory in India to which it was lawfully entitled. Reluctant to condemn the Ameer unless upon the clearest proof of his personal guilt, the Government of India directed that a full and public inquiry should be made into the charges that had been brought against him.

"His Highness attended the inquiry in person. Every opportunity was afforded of eliciting the truth, and of establishing his Highness's innocence of the crime of which he had been accused.

"His Highness Meer Ali Morad Khan entirely failed to rebut the charge. On clear and complete evidence he was convicted of having destroyed a leaf of the Koran, on which the treaty of Nownahur was written, and having substituted for it another leaf of different tenor, whereby his Highness fraudulently obtained possession of several large districts, instead of villages of the same name, greatly to the prejudice of the British Government, to which the said districts lawfully belonged, and in gross violation of good faith and honour. The Government of India sought no pretext to interfere with the possessions of his Highness Meer Ali Morad Khan. It desired that his Highness should continue to rule the territories he held in peace and security, and it was slow to entertain and urge against his Highness accusations which placed in jeopardy his reputation and authority; but the Ameer's guilt has been proved. The Government of India will not permit his Highness Meer Ali Morad Khan to escape with impunity, and a great public crime to remain unpunished.

"Wherefore, the Government of India has resolved, and hereby declares, that Meer Ali Morad Khan, of Khyrpore, is degraded from the rank of Rais, and that all his lands and territories, excepting those hereditary possessions only which were allotted to him by his father, Meer Sohrab Khan, shall henceforth be a portion of the British Empire in India.

"The inhabitants of those territories are hereby called upon to submit themselves

selves peaceably to the dominion under which they have passed, in full reliance that they will be defended against their enemies and protected from harm, and that unmolested in their persons, in their property and their homes, they will be governed with just and mild authority. By order of the most Noble the Governor-general of India.

(signed)

"H. B. E. Freere,
Commissioner in Sind."

"Camp near Rooree, 21 January 1852."

8. Your memorialist wholly repudiates and denies the dishonourable imputations here cast upon him, which, even if true, would not justify or palliate this extraordinary act of aggression against him as the sovereign of Upper Sind.

9. It is true that the Indian Government brought a charge against him of having fraudulently altered the treaty of Nownahur, and that a Commission was appointed to inquire into that charge, and that your memorialist was invited to attend, and did attend during the inquiry, but, as he will demonstrate in the course of this memorial, it is not true that he committed the forgery imputed to him, or was justly convicted of it. It is not true that his title to the districts referred to depended on the treaty of Nownahur, which, on the question of the lawful right to them, might be thrown out of consideration; still less is it true that these districts were ever or could have been the lawfully acquired territory of the British Government, or of which your memorialist defrauded them, so as to entitle the British Government now to appropriate them to themselves.

10. Your memorialist, avoiding all unnecessary detail, and asking simply a clear and dispassionate hearing from your honourable Court, proceeds to make good the above assertions.

11. The treaty of Nownahar was signed on the field of battle, on the 15th September 1842, and it made over to your memorialist part of the paternal property of Meer Nussér Khan, sanctioned by the rais of the country, Meer Roostum, with his seal affixed to the usual expression, "balahust," "it is confirmed." Your memorialist wholly denies that, to his knowledge, the treaty, as so confirmed, has ever been altered. He makes this qualification for reasons that will be afterwards explained. But whether altered or not, the territory, whatever it was, included in that treaty (at the time it was entered into), was lawfully transferred to your memorialist, and the British Government never had any right to it. Subsequently, and on the 20th of December 1842, Meer Roostum Khan resigned the sovereignty of Upper Sind in favour of your memorialist; and in the specification of territory made over to him on that occasion, will be found the very districts of which he is now accused of having defrauded the British Government.

12. Two days previously to the execution of this treaty, that is to say, on the 18th of December 1842, Major-general Sir Charles Napier, commanding the British forces in Sind and Beloochistan, issued a proclamation, the terms of which it is important to observe, because a mistake as to them constitutes a leading error committed by all engaged in the recent investigation:—

"18 December 1842.

"The Governor-general of India has ordered me to take possession of the districts of Subzécote and Bhoongbara, and to re-annex the said districts to the territory of his Highness the Nawab of Bhawalpore, to whom they will be immediately made over, his Highness guaranteeing all contracts made between the Ameers and private individuals, not within the said districts, in such manner as shall be hereafter arranged in fulfilling the details of the treaty."

13. There was no other proclamation issued, and this is the proclamation referred to in the evidence before the Commission, in the observations of the Commissioners on the charge against your memorialist, and in the minutes of the confirming authorities.

14. Your memorialist begs to point out, that it relates simply to the territory to be made over to the Nawab of Bhawalpore, and not to anything to be taken by the British Government for themselves; and the districts which your memorialist asserts were made over to him by the treaty of Nownahur, viz., the

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pergunnah of Mathela, or tuppas of Mehrpore, Mathela, and Mehurkee, and the sovereignty over which was further confirmed to him by the treaty of the 20th December 1842, are north of Roree and to the south of Subzulcote and Bhoongbara, and were not included in or in any manner affected by that proclamation; and in confirmation of the assertion of your memorialist as to the territory intended to be taken possession of under the above proclamation, your memorialist would refer your honourable Court to the following extract of "Intelligence from Scinde, 21st to 27th December 1842, No. 444," Sind Blue Book, page 481, under the signature of Sir C. Napier:—

"On the 25th instant, the late Shah Shujah's Regiment, and 19th Bengal Native Infantry, under the command of Brigadier Wallace, left Roree *en route* to Ferozpoor, the Brigadier having received instructions to take possession of, and hand over to such officers as may be deputed by the Nawab of Bhawalpoor, the provinces of Subzulcote and Bhoongbara. Proclamations to the above effect have been published."

15. Immediately after the execution of the turban treaty, your memorialist received possession from the kardars of Meer Nusseer Khan of the tuppas of Mehrpore, Mathela and Mehurkee, and from the kardars of Meer Roostum Khan of the rest of Upper Sind, theretofore under Meer Roostum Khan's rule; and Meer Nusseer Khan, and the other sons of Meer Moorbaruk, became the subjects of your memorialist, as the sovereign of Upper Sind. It is not contended that any part of this territory became British territory, or liable to forfeiture to the British Government, until after the battle of Meeanee in Lower Sind, which took place on the 17th of February 1843. Previous to this, the Ameers of Upper Sind had been pressed to enter into a treaty with the British Government to cede the districts north of Roree, lying between that town and Bhoongbara and Subzulcote, to the British Government, on receiving what the Governor-general, in ignorance of the value of the country, had supposed to be full compensation for the same; but that treaty was in the course of negotiation up to the time when the war broke out, commencing with the attack on the Residency at Hyderabad on the 14th of February 1843, three days before the battle of Meeanee.

16. It is on the records of your honourable Court, that your memorialist, as a faithful ally of the British Government, rendered important service to the British forces on that occasion.

17. Long subsequently, the Governor-general, in a despatch, dated the 17th August 1843, to Sir C. Napier, expressed himself regarding your memorialist as follows:—

uttermost.

"There can be no wish to deal otherwise than with the *utmost** liberality towards Meer Ali Morad. Whatever may have been his views, he has apparently been hitherto a faithful ally. He has been so when his sudden and unexpected enmity might have been fatal to our army, and we are bound to treat him with the utmost consideration."

18. Meer Nusseer Khan and the other sons of Meer Moorbaruk Khan having left their own country, joined the Ameers of Lower Sind, and took part against the British army at the battle of Meeanee. Your memorialist had previously joined Sir Charles Napier with 5,000 men, and during the battle occupied, under the General's orders, the right bank of the Indus, and kept off the Chandans and other tribes on that side from the British position. Afterwards, at the battle of Hyderabad, which occurred on the 24th of March 1843, the followers of the sons of Meer Moorbaruk Khan joined the forces of Meer Shere Mahomed, and again contended with the British. Your memorialist, during that battle, by arrangement with Sir Charles Napier, again protected the British position from attack on the side of Sewan. During the remainder of the campaign with Shere Mahomed, your memorialist assisted the British forces and rendered considerable service at the fort of Sukkur and in preventing Shere Mahomed crossing the Indus to join the other tribes who had not been engaged in either battle, and in driving him towards Major Jacob's force, which was stationed near the Desert, to intercept him in that direction.

19. After the complete discomfiture of Shere Mahomed, the assistance of your memorialist being no longer needed in Lower Sind, he received permission to proceed

proceed to his own territory in Upper Sind, where Meer Moobaruk's sons were plundering and disturbing the country. Your memorialist engaged and defeated them, and drove them across the Indus into the Seik territories; and it cannot be disputed, that whatever forfeitures of territory Meer Moobaruk's sons had incurred by the part they had taken in the affairs of Sind, were forfeitures incurred to your memorialist, as their lawful sovereign, and not to his ally, the British Government. Your memorialist had undoubtedly the right to resume the jagheers of his rebellious subjects, in arms against himself, but by no course of reasoning whatever can it be shown that the British Government had that right. Wherefore, even if your memorialist had committed the forgery in the treaty of Nownahur now imputed to him, and of which he is confident that your honourable Court, on a re-examination of the papers, will acquit him; even if the subsequent treaty of the 20th December 1842, under which the kardars of the sons of Meer Moobaruk Khan surrendered to your memorialist the tuppas of Meerpoor, Mathela, and Mehurkee, were put out of consideration; even if those tuppas be regarded, at the commencement of the war in Lower Sind, as the lawful property of the sons of Meer Moobaruk Khan, it would be as false in reasoning as it is incorrect in fact to assert, that these tuppas formed part of the territory in India to which the British Government was "lawfully entitled," or that your memorialist, by the imputed forgery, "obtained possession of several large districts, instead of villages of the same name, greatly to the prejudice of the British Government, to which the said districts lawfully belonged."

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20. But, secondly, independently of your memorialist's original title to the districts in question, when the distribution of territory in Upper Sind was being made by the British Government, not as conquerors of the country, but as the paramount power in India, re-arranging territory in a manner to secure a safe frontier, and awarding compensation to those Ameers whose districts were taken and given to others, the country in question was confirmed to your memorialist in free gift for services rendered to the British army.

21. In a letter addressed by the Governor-general of India, dated the 19th September, No. 384 of 1843, to Sir Charles Napier, then Governor of Sind, the latter was empowered as follows:

Second paragraph: "My colleagues concur with me in thinking that it is expedient to leave to your Excellency the decision as to what particular portion of this tract (the country intervening between Roree and Subzulcote) shall be allotted to the British Government, to the Nawab of Bhawalpoor, and to Meer Ali Morad, respectively."

22. Under this authority and the other correspondence that had taken place between the Governor-general and Sir Charles Napier, the Governor of Sind, the latter acted, and subsequently he described what he had done, in a letter to the Governor-general, dated Kurrachee, the 18th January 1847, No. 26, of which the following are extracts:—"On the 28th June I made a clear statement of his Highness's (meaning your memorialist's) claim, on the 17th August his Lordship, the Governor-general, expressed doubts whether the Ameer Roostum made over his personal lands as well as those belonging to the turban to his brother, Meer Ali Morad, and his Lordship directed me, pending the decision of this question, to take possession of all the lands which never belonged to either of those chiefs, which order I obeyed. On the 30th August 1843, it appeared by Mr. Secretary Thomason's letter of that date, that the view taken by me on the 28th June 1843 was correct. Thus the doubts which had been entertained by Lord Ellenborough (pending the decision of the 10 doctors of the Mahomedan College at Calcutta) fell to the ground, and no further orders having been issued on the subject by the Supreme Government, I considered that the claims of his Highness to the whole of the lands held by Meer Roostum were just. He at that time had possession of them, and I left matters as they stood pending further instructions, which I before observed were never received."

* * * * *

"As regards Lord Ellenborough's letter on the 17th of August, I understood it thus:"

"1. That Ali Morad has no right to any territory north of Roree, because we had, by the draft treaty, seized upon the whole as a punishment to be inflicted on the Khyrpoor Ameer (meaning Meer Roostum)."

Moobaruk.

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"2. That when the battle of Meeanee made us masters of Sind (and of this district along with the rest), then we were to give to his Highness (your memorialist) the Turban lands in the district north of Roree, not as a right, but as a gift. These lands, however, were never made over to him by me. He kept possession of all the lands of Meer Roostum by my permission (he having previously taken them, because the kardars, taking advantage of the interregnum caused by the flight of Roostum, were plundering both Ameeris), till the Governor-general should decide upon his claims, and then he was to account for the revenues of any that the Government chose to return to Meer Roostum, for the war had not then began, and after the conquest Roostum's territories became ours. As it had been decided at Calcutta, that his Highness (meaning your memorialist) had a right to all the lands made over to him by Meer Roostum, in other parts of Sind, I considered, following Lord Ellenborough's injunction to treat his Highness liberally, as a faithful ally, when his disaffection might have been mischievous to us, that the rule should in fairness apply to that territory which we gave him as a reward, as well as to that which he had in the right of the gift recorded in the Koran. But I have also to call to the notice of your Lordship that his Highness, at much expense, led a strong force into the hills, as allies of the British in 1845, though in no way bound to do so by any treaty. This added much to the strong claims which he before had upon British liberality.

"I have always endeavoured after the conquest to act in the spirit which produced the draft treaty, viz., that the treaty was brought about by the treacherous conduct of the (other) Ameeris, and not by a grasping desire of conquest and of increasing our territory; that the resistance to a punishment inflicted by the Supreme Government for the want of faith exhibited by the Ameeris, forced upon us the conquest, and that when masters of the whole, we generously gave to those who had been faithful, viz., the Nawab of Bhawalpoor, the Rajah of Jussulmere, and his Highness Ali Morad.

"In conclusion I have to observe, that nothing has been formally given by me; all remains in abeyance, subject to the decision of your Lordship.

"I send herewith a rough sketch map made by the Collector, and Captain Scott will send a more correct one hereafter. Obaura, Khyrpoor, Dirkee, and Emaut-wah, are the lands which Ali Morad has in his hands, but which are not his by right. Half of them, however, are so by gift, according to the letter of Lord Ellenborough, and the whole of them according to my view of the subject; a view which I think would have been also that of Lord Ellenborough, had the matter been brought to an issue before his Lordship left India. The revenue of these districts for 1843 and 1844 only, amounted to 1,16,285 rupees.

"Finally, (to sum up the whole of the above), I consider that all lands which are held by his Highness to the north of Roree are his by gift.

"All south of Roree are his Highness's by right.

"To take from him any of the first, would, I think, be illiberal towards a faithfully ally.

"To take any of the last would be a breach of faith."

23. Your memorialist, without acknowledging that the battle of Meeanee could have the effect contended for in the above letter, namely, of transferring to the British Government the districts north of Roree, of which your memorialist, their ally, was at that time the Rais, or lawful sovereign, produces the above letter in proof that, putting aside all other questions, he has a just title to the districts in question by gift.

24. Again, in the paper headed "Memorandum of the first connexion of the British with Ali Morad Khan Talpoor, prepared in the Foreign Office of the Government of India, and made over to the Government of Bombay during the recent stay of the most Noble the Governor-general in Bombay," the draft treaty which Sir Charles Napier had proposed your memorialist should enter into with the East India Company is set forth with remarks, the second article of which is as follows: "Art. 2. His Highness Ali Morad Khan Talpoor, is acknowledged as Rais, and as successor to all the lands which were held by his Highness Meer Roostum Khan Talpoor, at the time the said Meer was overthrown in the battle of Meeanee, and also the lands conceded to his Highness by Meer Nusseer Khan Talpoor. These lands are* as follows.

"Of Meer Roostum Khan:—

- "1. Kohchra Chor Abraja.
- "2. Nowshera.
- "3. Khundiara.
- "4. Sudda Gagum.
- "5. City of Khyrpoor.
- "6. Roree.
- "7. Renee (country of the Desert).
- "8. Nara.
- "9. Fort of Shahgurrh, Sirdarghur, &c.

- "10. Oobowra.
- "11. Khyrpoor Durkarkce.
- "12. Emamwah.
- "13. 9-28th share of Shikarpore.
- "14. Mooghlee.
- "15. Chuch and Mazarcha.
- "16. Ropah.
- "17. Boordika.

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"And of Meer Nusseer Khan (the eldest son of Meer Moobarick):—

- 18. Meerpoor.
- 19. Mathela.

- "20. Mehurkee, and the village of Dadlo.

"Remarks.—Nos. 6, 10, 11, 12, 18, 19, and 20, constitute a portion of the tract which was confiscated." (This is a mistake, they never were confiscated).

"In December 1842, prior to the date of the deed (meaning the Turban treaty), Sir Charles proposed to give them to Ali Morad, as a reward for his fidelity. &c.)

"The forts of Shahgurrh, Sirdarghur, &c. (No. 9) were made over to Jessulmere, and will be noticed by and by.

"All the above named places, including those ceded to Ali Morad by Nu-seer Khan, were entered in Meer Roostum's deed of transfer," (the cession of the Turban) "besides the following," &c.

25. The above will be sufficient to show your honourable Court that, putting aside all questions of prior legal right to the districts of Meerpoor, Mathela, and Mehurkee, the British Government, in taking upon itself to redistribute the territory of Upper Sind, made a gift of those districts to your memorialist as a reward for his fidelity, and your memorialist confidently appeals to the justice of your honourable Court, not to recall and appropriate to itself what it has once given away for service rendered.

26. Your memorialist now proceeds to notice the false and scandalous charge which has been made the foundation of these harsh and not disinterested measures towards himself.

27. It is well known to your honourable Court that your memorialist was the youngest of three brothers, of whom Meer Roostum was the Rais or Ruler of Upper Sind.

28. Your memorialist was considerably younger than the other two, and in his minority his brothers, Meer Roostum and Meer Moobaruk, unjustly deprived him of a large portion of his hereditary jagheer, including his share of Shikarpore, and the city of Khyrpoor. Meer Moobaruk was, in his own right, possessed of a pergunnah in Upper Sind, called Mathela, which he divided into three tuppas or portions, called Meerpoor, Mathela, and Mehurkee. It is very important to bear in mind that the pergunnah of Mathela comprehends all three districts; and in proof of this assertion, your memorialist begs to draw the attention of your honourable Court to the following extract from a letter addressed by Major Golduey, Collector of Upper Sind, to the Commissioner, dated the 31st of July 1849, No. 440.

"Sir,—In reply to your letter, No. 1151, of 24th instant, I have the honour to state, that the pergunnahs of Meerpoor and of Mehurkee were, under the Meers, distinct portions of the large pergunnah of Mathela."

29. Meer Moobaruk died in July 1839, and his eldest son, Meer Nusseer Khan, succeeded to his father's hereditary property, and retained possession of the territory his father had usurped from your memorialist.

30. Subsequently, in January 1840, your memorialist succeeded, through the late Mr. Ross Bell, then the Political Agent of the British Government in Upper Sind, in recovering some of his villages from Meer Nusseer Khan.

31. The disputes between your memorialist and his brother and nephews continued until the month of September 1842, when Meer Nusseer Khan wantonly burnt some villages of your memorialist. This led to a battle between
118. C their

Shaik Alli Hussain
made the same
statement before
the Commission, as
will be afterwards
noticed.

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their respective forces at a place called Nownahur, in which your memorialist was victorious. Meer Nusseer Khan and his brother, Meer Mahomed Ali, were at the mercy of your memorialist, when Meer Roostum Khan interposed and arranged a treaty, which was thereupon written by Syud, named Peer Ali Gohur, in a Koran of your memorialist, and to which Meer Roostum Khan, Meer Nusseer Khan, and Meer Ali Ackbar Khan put their seals.

32. By this treaty, commonly called the Nownahur treaty, it is said that Meer Roostum made over to your memorialist seven of his own villages, and that Meer Nusseer transferred to your memorialist two other villages called "Mathela" and "Dadaloo."

33. Your memorialist, on the other hand, asserts that Meer Nusseer made over to him on that occasion the purgunnah, not the village, of Mathela, including the three tuppas of Meerpore, Mathela, and Melurkee.

34. It will, at the very outset of the discussion, suggest itself to your honourable Court, that such a treaty must first have been written in draft; secondly, that Meer Roostum and Meer Nusseer must have kept copies of it. Indeed, one of the stipulations in it is that Meer Roostum should depute a vakeel to get the treaty sanctioned by the British authorities. The treaty was discussed and agreed to in the presence of numbers of chiefs of both parties. Shaik Ali Hoossein states that he had a copy made expressly to deliver to Captain Brown, and another copy made for Towar Mull, a moonshee in the employ of Major Clibborn; and it would seem of itself obvious that a public treaty, made on the field of battle, in the presence of the friends and retainers of both parties, could not be altered subsequently by your memorialist's directions, and purgunnahs substituted for villages, without certain and immediate detection.

35. It will be seen from the following extract from the Digest of Intelligence of Captain Brown, Assistant Political Agent in Upper Sind, from the 20th to the 26th of September 1842, that your memorialist was unable to obtain possession of the territory ceded to him by the treaty of Nownahur. "It appears that the Ameer (meaning your memorialist) had sent his mother and aunt to Meer Roostum Khan, to endeavour to persuade him to act up to the agreement lately written in Ali Morad's Koran. In this, however, they failed, and, on the contrary, the chief calls upon Meer Ali Morad to restore Bubbahoo and the other villages, the right to which, after being so long disputed, had been given in his, Ali Morad's, favour."

36. The circumstance here recorded is of extreme importance, for even the bitterest of your memorialist's adversaries will acknowledge the improbability of his venturing to alter the treaty after the above negotiation for its performance.

37. Your memorialist, however, has been declared guilty of altering it mainly on the evidence of Shaik Ali Hoossein, formerly your memorialist's minister; of Peer Ali Gohur, the writer of the treaty; and of one Towar Mull, a person first in Major Clibborn's employ as a news-collector, and afterwards in the employ of the British Government.

38. Of these persons, the two former had incurred your memorialist's extreme displeasure, and had been ignominiously expelled his *territory**. The third, Towar Mull, was in gaol under sentence of four years' imprisonment with hard labour on the roads, and was brought up from gaol for the purpose of giving his evidence. Another felon, named Jokiram, was also brought from gaol to testify against your memorialist, but was not examined; all these persons stipulated for and expected large rewards as the price of their testimony, and had the strongest personal interest in proving your memorialist guilty of the imputed forgery. Meer Mahomed Hoossein, the eldest son of Meer Roostum, at the time of the inquiry an exile at Bhawalpoor, also presented himself to the Commissioners, and afterwards addressed Government, claiming a reward as for a great service rendered.

39. The Commissioners acknowledge that the testimony of these witnesses, with the exception, it is presumed, of Meer Mahomed Hoossein, would be of very little value if uncorroborated by collateral proof, observing, that "in such a case as this, direct evidence is not to be expected from witnesses of unexceptionable character and motives; it thus becomes necessary to take such as is procurable,

curable, and to endeavour to test its value by its internal marks of probability and by collateral proof.

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40. The Honourable Mr. Willoughby in like manner, in the twelfth para. of his minute, observes, "It is true that the witnesses are reputed to be notorious and unscrupulous intriguers; they are, by their own showing, accessories in the alleged fraud, and they are now at bitter enmity with Ali Morad. It is, therefore, just possible that they may have conspired to get up this charge against him, but the particularity and consistency of their statements, and the concurrence of the collateral circumstances, are so strong as hardly to be overborne by these considerations;" and the Right honourable the Governor-general, Lord Dalhousie, in his minute confirming the conclusion the Commissioners had arrived at, observes upon the evidence of these persons in the following terms:—

"If the case against the Ameer had rested merely on the testimony of Shaik Ali Hoossein and Peer Ali Gohur, formerly the confidential servants of his Highness, and now his accusers, or if the direct evidence of these men had been supported only by handwriting produced by impressions of seals sworn to, or by the evidence of third parties, who might have been schooled and influenced by them, I should have been reluctant to convict the Meer. The skill with which such testimony can be manufactured, and the ease with which it can be obtained in eastern countries, are too notorious to admit of my placing any reliance upon it, if it had stood alone."

41. It is, therefore, confessedly necessary to test the statements of the witnesses by collateral proofs, and that your memorialist will proceed to do, confident that he will satisfy every unprejudiced mind that the charge against him is the result of a foul conspiracy, for which revenge and the prospect of large rewards furnished the amplest motives.

42. Shaik Ali Hoossein, the principal witness, deposed before the Commissioner, on the 20th of April 1850, as follows (on being asked what he *knew** about the fight at Nownahur). "Meer Ali Morad Khan and Meer Nusseer Khan having had a dispute about the village of Soonderbugla, which led to a fight near Nownahur, Meer Mahomed Ali Khan and Meer Ghoolam Mahomed Khan, the son of Meer Roostum Khan, came out to oppose Meer Ali Morad Khan, and we surrounded them with our troops. Meer Roostum Khan then, leaving his sons and nephews, came forward alone to Ali Morad, in order to put a stop to the disturbance. He told Meer Ali Morad that it was a bad thing to fight; but he replied, that he had expended a great deal of money in the quarrel, and would not therefore make peace for nothing. Meer Roostum Khan then gave him seven villages of his own, and Dadlo on the part of Meer Nusseer Khan, and Mathela on that of Meer Mahomed Alee Khan, and made a writing to that effect in the Koran, stating at the same time that he would send his vakeel, and get the arrangement sanctioned by the British Government. Peace was thus restored, Meer Roostum Khan affixing his own seal to the writing, and sent Peer Ali Gohur with Mirza Julbance to Meer Nusseer Khan, and Meer Ali Ukhbar, and Meer Mahomed Ali, to get them to affix their seals also. A man of his soon afterwards returned, stating that Meer Nusseer Khan refused to put his seal to it. Meer Roostum Khan then went himself and got the seals of Meer Nusseer Khan and Meer Ali Ukhbar affixed to the engagement, and then sent the Koran to Meer Ali Morad. The latter then ordered me to let Meer Mahomed Ali and Meer Ghoolam Mahomed go. Ali Morad remained there that night, and the following day proceeded towards Dejee-Ka-Kote with his army. The day after I went from thence to Bubbalow, and the following day I took the Koran and a letter from the Meer, with a copy (of the treaty) to Captain Brown. The Koran was shown to him and the copy given for the records. Afterwards the proclamation was issued by the British Government in December 1842, and Sir Charles Napier arrived at Sukkur and sent orders that from that season's khurceef crop, all the country north of Roree, belonging to the Meers of Khyrpoor, would be taken possession of by the British Government, with the exception of what belonged to Meer Ali Morad; or if any of Meer Ali Morad's was taken, other places would be given in exchange for it. At the time a letter was written by Sir Charles Napier to Meer Ali Morad, requiring him to state whether he had any country north of Roree, to

*knows.

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which he replied, that he had the villages of Dadloo, Kurderce, and Suonderbela, together with the pergunnah of Mathela, and at the same time altered the word "deh" (village) before Mathela into "purgunnah" (*witness here describes how this was done*).

43. Peer Ali Gohur, examined on the same day, deposed more briefly to the same effect; a part of his deposition is as follows: "Sometime after this (meaning the Nownahur treaty), when the proclamation was issued by the British Government about the annexation of the country, the word (deh) signifying village, was altered in the treaty to 'purgunnah,' and in doing this the paper was spoiled."

44. Thus it will be seen that both the witnesses state, that the alteration of "the village" of Mathela into "the purgunnah" of Mathela was made by your memorialist after the issuing of the proclamation about the annexation of the country, and indeed by reason of that proclamation.

45. In attempting to try this evidence by its internal probability, it is remarkable that the Commissioners should not have considered whether Sir Charles Napier's proclamation, or the state of things at that time, furnished a sufficient motive for your memorialist to commit the forgery imputed to him.

46. It has been already pointed out, that that proclamation did not affect the district in which the purgunnah of Mathela, or the three tuppas of Meerpoor, Mathela and Melhurkee were situated. The Commissioners did not send for the proclamation, and make it an exhibit in the inquiry. They did not correct the mis-statement of Shaik Ali Hoossein and Peer Ali Gohur as to its effect, and they evidently were under the impression, at the close of the inquiry, that the proclamation had in fact confiscated all the country north of Roree.

47. In the same manner the Honourable Mr. Willoughby observes, "The original treaty of Nownahur was written on the 9th Shaban 1258 (15th September 1842). The fraud was committed on the issue of the proclamation confiscating Subzalcode and Bhoongbara."

48. The Governor-general, in like manner misled as to the nature of the proclamation (which in reality was no confiscation at all, but an allocation of territory to Nawab of Bhawalpore, for which compensation was to be given to the Ameers), expresses himself as follows:

"The Honourable Mr. Blanc has raised a question as to the date at which the forgery was committed, with the view, as I understand, of founding upon it the argument, that if committed previous to the issue of the proclamation, 18th December 1842, confiscating the territory, then the fraud was against his brother Ameers, and the British Government has nothing to do with it.

"I am not prepared to admit, that even if the forgery were committed in the short interval between the 15th of September 1842 and 18th of December 1842, the British Government would not have a right to call Ali Morad to account for a fraudulent act that indirectly deprived them of territory which would otherwise have been theirs by the proclamation of December 1842, just as they now call him to account for an act that has filched such territory from them directly."

49. This, as has been shown above, is an entire misconception, but even if it had been otherwise, the Turban treaty, making over precisely the same districts to your memorialist, manifestly removed any motive for the forgery, if the proclamation indeed had furnished one. The proclamation was dated 18th December 1842. A great number of copies were made for the purpose of being posted up and distributed, and it is not improbable that it was not made public until the following day, or even later. The Turban treaty, on the other hand, was executed on the 20th December 1842, at Dejee-Ka-Kote, about 50 miles from Sukkur, and before the proclamation had reached so far, and the following memorandum of intelligence, written by Major Clibborn on the 19th December 1842, will conclusively show your honourable Court that the Turban had been offered to your memorialist prior to the date of Sir C. Napier's proclamation.

"December 19th, 1842.—Meer Roostum Khan sent a dustkhut the day before yesterday to Meer Ali Morad, at Dejee-Ka-Kote, saying, 'you have not acted well in separating yourself from us; the Kaffirs are taking our country from us,'

us, and it would be better if you took the Puggree (the Turban) at once, and keep the territory in your own possession; we will make it over to you." Meer Ali Morad sent "an answer, requiring Futteh Mahomed Ghoree to be sent to him. Futteh Mahomed went early yesterday to Dejee. At noon yesterday Meer Roostum sent his wife (mother of Meer Mahomed Hoossein) and three daughters with Korans to Meer Ali Morad, desiring hospitality for the ladies and children of the Ameers in the fort of Dejee, and imploring him to join them; and again Peer Ali Gohur recommended that Meer Nusseer Khan and Mahomed Hoossein should immediately be sent to make their submission to Meer Ali Morad, in their own and Meer Roostum's name, and to declare their intention of abiding entirely by his (Ali Morad's) decision in extremity. The above Ameers have, in company with Peer Ali Gohur, proceeded to lay the Puggree before Meer Ali Morad at Dejee."

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50. These circumstances of themselves must prove to your honourable Court's satisfaction that the supposed forgery of the treaty of Nownahur could not have been made between the interval of Sir C. Napier's proclamation, making over Subzalcoote and Bhoongbara to the Nawab of Bhawalpoor, and the treaty, ceding the Turban and districts to your memorialist, being signed. It is then for his accusers, or those who adopt their views, to point out what possible object he could have had in committing a forgery after the Turban treaty had been signed, making over to him the very districts which it was the object of the pretended forgery to confer on him.

51. The Honourable Mr. Blane has pointed this out in the following words, though the very reasoning he employs should have made him distrust the fact of any alteration having taken place in the treaty at all.

"There is no reason, I think, for doubt that the treaty of peace, dated 18th September 1842, transcribed in the Koran after the battle of Nownahur, has been clandestinely altered from what it originally was, and probably in the manner deposed to by Sheikh Ali Hoossein and Peer Ali Gohur.

"2. The period of and motive to the said alteration is less clear.

"3. In the fifth heading of the summing up by the Commission, in paragraph 8, they allude to the possibility 'that the tampering with the treaty had been commenced at an earlier period after the battle of Nownahur than the date of the proclamation annexing the districts north of Roree to the Khan of Bhawalpoor, and in the eighth heading advert to the inclusion of the pergunnahs of Mathela and Meerpoor in the *latter** treaty in December 1842, in the Koran, by which the Turban was ceded by Meer Roostum to Meer Ali Morad, observing, 'that 'had that circumstance stood alone they might be disposed to admit the Meer's explanation, that it was intended to make assurance doubly sure,' &c.

"4. But in weighing the value of these circumstances, it does not appear to have occurred to them that unless the alterations were made before the 20th December 1842, the date of the latter compact, which has always been recognised and upheld by us, there could have been no object in the alteration at all, and, that if so made, then that the motive to it could not have been any treachery or fraud towards the British Government."

52. But the above reasoning derives strong confirmation from the fact, overlooked indeed by the Commission and all the confirming authorities, namely, that prior to the Turban treaty your memorialist had been unable to obtain possession of any part of the territory ceded to him by the treaty of Nownahur, whilst, under the Turban treaty, and within a very few days of its being sealed, the pergunnah of Mathela, or the districts of Mathela, Meerpoor, and Melurkee were actually delivered up by the kardars of Meer Nusseer Khan to your memorialist. What possible object after this could your memorialist have in committing a forgery in the treaty of Nownahur, a treaty extorted at the point of the sword, and which Meer Roostum and Meer Nusseer Khan had always refused to fulfil? Captain Pope mentions this fact in his letter to F. Thomason, esq., Secretary to the Government of India, dated the 24th October 1843, in the following words: "His Highness" (meaning your memorialist) "never appears to have obtained possession of the places thus (under the Nownahur treaty) ceded till the whole country came temporarily into his possession in January 1843."

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53. Moreover, it is not to be forgotten, that Sir C. Napier, on the 1st of December 1842, had addressed his letter to the Ameer of Upper Sind, enclosing to them a copy of the treaty which the Governor-general had forwarded for their acceptance, and that all the Ameer had sent their vakeels from Hyderabad and Lower Sind to his camp at Sukkur, and were liable to be called upon at any time for explanation regarding their several districts, and to produce their proofs. After several interviews with Sir C. Napier, without any final decision having been come to, they were ordered to await the arrival of Major Outram, then expected from Bombay.

54. Subsequently Major Outram was sent to Khyrpoor to meet the Ameer, and the following circular was addressed to them by Sir Charles Napier on the occasion :—

“Camp, Emaum-Ghur, 15 January 1843.

“I have directed Major Outram to proceed to Khyrpoor on the 20th day of January 1843, where he will meet you and the other Ameer of both Upper and Lower Sind, or your vakeels, as may seem best to your Highness and Highnesses respectively; but in the latter case, I insist upon it, that such vakeel as any Ameer may send, shall have full powers to treat with Major Outram; and if any vakeel shall declare that he has not such powers, I will exclude him from the meeting, and consider that his master refuses to treat, and I will enter the territories of such Ameer with the troops under my orders, and take possession of them in the name of the British Government. Moreover, I solemnly pledge my word for the perfect security and freedom of all the Ameer and their vakeels so assembled, to meet my commissioner, Major Outram, to whom on my part I have delegated all the powers vested in me by the Governor-general.”

55. The above was enclosed in the following letter, addressed by Major Outram to Meer Mahomed Hussan Khan, Meer Mahomed Khan, and to Meer Nusseer Khan :—

“In sending the enclosed circular letter from Major-general Sir C. Napier, I write to say that it is much preferable that you come personally to Khyrpoor; otherwise send your vakeels entrusted with full powers to act on your behalf. I shall be at Khyrpoor on the 20th January 1843, or 18 Zil Hejje, 1258; and Meer Roostum Khan will also be there, with the chiefs who accompany him.

P.S.—To-day is the 17th of January, and this cossid will occupy three days beyond that time on his journey; and you cannot, therefore, I am aware, arrive at Khyrpoor by the 20th instant, but you must make the utmost despatch you can.”

56. Common sense would seem to indicate, that whilst these things were in progress, your memorialist and his advisers could not have entertained the idea that it would be possible to produce, with success, a forged treaty before Sir C. Napier or Major Outram, in the presence of all the other Ameer and their vakeels, either for the purpose of claiming title to the districts themselves, or obtaining compensation for them, if the British Government desired them to be given up.

57. The two following extracts from letters of Colonel Outram, written at this very period to Sir Charles Napier, without the whisper on any side of a forgery having been committed, will show your honourable Court, that your memorialist at the time was claiming, without denial or opposition, the districts of Mathela, Meerpoor, and Mehurkee, the annual income of which was 1,50,000 rupees, and that Colonel Outram was, on the 18th January 1843, thoroughly acquainted with the nature of your memorialist's claim. These letters are the more important, because they are written with a very adverse spirit to your memorialist, and evince a strong endeavour to cut down his claims on every point on which an objection could be taken.

Extract from letter No. 27, dated Deejee, January 18th, 1843 :—

“It may be necessary, by the bye, to obtain sanction of the Governor-general to mulcting Nusseer Khan, of Hyderabad, of his share of Shikarpore, or at least of such portion of it as may not be paid for by the relinquished tribute—that is, to the value of his share of Kurrachee, which is all that is besides taken from Nusseer Khan, his share of Shikarpore being valued at exactly one lac, equal to his share of tribute. The fourth share of Kurrachee being 25,000 rupees, is all

all Nusseer Khan would suffer in addition to his share of Subzulkote, altogether not equal to what Roostum and Nusseer (of Khyrpoor) suffer in the shares of Bukkur and the territory between that place and Bhawal Khan's boundary, even should Ali Morad relinquish his territorial claims on them, in consideration of obtaining Shikarpore (i. e., two lacs of annual revenue.)"

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"No. 33.

"My dear Sir Charles,

"Khyrpoor, 24 January 1843.

"Brown has arrived and delivered your letter of yesterday. I had hoped that by the transfer of the Hyderabad Ameer's four-sevenths share of Shikarpore, we might have provided the means by which the chiefs of the upper country might have been enabled to support themselves and their followers; but a better knowledge of the resources of the country and the extent of what we have confiscated, which the investigation which I have just been engaged in has given me, shows that a satisfactory arrangement is impossible, or any which we can expect the other parties willingly, if at all, to accede to, after, in addition to what has been appropriated of the Ameers' territory, assigning to Meer Ali Morad what has been pledged to him, viz., one-fourth of the remaining territory of Upper Sind, as his perquisite as Rais, besides his fourth as coheir of the former sovereign, Meer Solrab (with Meers Roostum, Gholam Hyder and Moobaruk Khans, the two latter deceased, but their heirs in possession of their estates).

"The accompanying schedule, prepared under my predecessor, Mr. Bell, and which I have since tested by every information I could obtain, gives a very fair estimate of the revenues of Upper Sind, showing a total of Rs. 20,39,500, which at the time we entered Sind, and became guarantee for the possessions of each chief, was thus divided, viz.:-

	Rs.
Meer Roostum Khan - - - - -	11,13,000
Meer Ali Morad - - - - -	2,95,500
Sons of Meer Gholam Hyder - - - - -	1,54,500
Sons of Meer Moobaruk - - - - -	4,76,500

Rs. 20,39,500

"I enclose an abstract, also taken from the schedule, giving the possessions which have now been taken from the Ameers, i. e., Sukkur and Roree, and the country on the eastern side of the river above Roree, amounting in value to Rs. 6,10,500.

"The balance which now remains to the Ameers of Upper Sind is Rs. 14,29,000; and you are bound, I believe, to make good to Ali Morad his share of the ceded country which he claims to the value of Rs. 1,50,000 for territory which was ceded to him, it appears, by a late treaty" (meaning the Nownahur treaty), "and which in addition to his original territory of Rs. 2,95,000, gives him Rs. 4,45,000; added to this you are, I believe, pledged to give him one-fourth of the remaining property of Upper Sind, or of Rs. 14,29,000, = Rs. 3,57,250; total, Rs. 8,02,250."

58. Major Outram left Khyrpoor about the end of January 1843, and came to Hyderabad, and there he had several personal interviews with Meer Roostum and Meer Nusseer Khan, of Khyrpoor, regarding their own rights and those of your memorialist, and the other public matters connected with the territory of Upper Sind then in discussion.

59. Your memorialist would ask what were these Ameers and their vakeels doing during all these discussions, that your memorialist's claim, supported by a forged treaty, was not repudiated by them? The forgery, if made at all, was made to advance this claim, and the forged treaty must have been produced to sustain it, and no one of the Ameers, hostile as they all were to your memorialist, disputed either the claim itself or the genuineness of the treaty on which it was founded. No one at that time, though many were loud in their complaints against your memorialist, raised a whisper of forgery against him, or denied his right to the districts of Meerpore, Mathela and Mehurkee. If these circumstances, which, strange to say, excite not a remark from the Commissioners or the confirming authorities, be reflected upon, it will be apparent to your

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honourable Court that the charge of forgery is utterly baseless; that it was wholly without an object, and could not possibly have escaped detection during the conferences with the Ameer; and that if perpetrated, in fact, it would not have been left to your memorialist's dismissed minister to be the first to bring it to the notice of the British Government.

60. Testing this still further by the nature of the imputed forgery itself, your memorialist is accused of having attempted to convert the word, "Bu Murzee" (of my own free will) into "Mehurkee;" and the leaf of the Koran on which this part of the Nownahur treaty is said to have been written, was produced before the Commission, Exhibit No. 2, a translation of which marked A. No. 1, is with the Exhibit of the Commission.

61. By this translation it will be seen that the word "Bu Murzee" has not actually been converted into "Mehurkee," and that it is still translated "of my own free will;" and Major Lang has described the extent of the alteration in the following note appended to the translation:—"The word 'deh' appears to have been altered to 'purgunnah;' and in attempting to make 'Bu Murzee' into 'Mehurkee,' the paper seems to have been spoilt."

62. Now to convert the Persian word "deh" into "pergunnah," it was confessedly quite unnecessary to make any erasure, and any Persian scholar will satisfy your honourable Court of this; and the letter of Major Goldney, of the 31st July 1849, to the Commissioner of Sind, before quoted, also establishes that your memorialist could have supported his claim to the tuppas of Meerpoor, Mathela, and Mehurkee, by the word "pergunnah of Mathela" alone, within which they are all comprised.

63. Shaik Ali Hoossein, in his evidence before the Commission on the 20th of April 1850, admits the same fact.

"Q. Has it ever been customary in this province to designate a pergunnah a tuppa, or *vice versa*?—No, I believe not; but if tuppa had been written in this case, it must have been entered before each place, whereas by writing pergunnah it included all."

64. What possible object then could your memorialist have had in attempting to convert the word "Bu Murzee" (of my own free will) into "Mehurkee," one of the three tuppas, which would by necessary implication cut down the effect of the word "pergunnah" before Mathela, and would then have excluded the tuppa of Meerpoor?

65. It will not have escaped your honourable Court's attention, that not a single person knows or affects to know anything of the hand by which the first alleged forgery, the nature and extent of which has been adverted to, was made. No one says that he was present and saw it done, and, indeed, from the evidence giving the history of the second imputed forgery, Shaik Ali Hoossein and Peer Ali Gohur would appear to deny having seen the first until some months afterwards, and yet Shaik Ali Hoossein was before Sir Charles Napier and Major Outram in the conferences of December and January, on behalf of your memorialist, and had the Nownahur treaty with him. This fact should not be forgotten when reading the account of the second forgery, and examining the alleged extracted leaf itself.

66. Shaik Ali Hoossein describes the second forgery, and the reason of it, before the Commission, on the 20th April 1850, as follows:—

"About this time it reached the ears of Captain Pope, that some forgery had been made in the Koran containing the treaty, and he, therefore, sent for it for the purpose of examining it. When I saw the Koran, I found great erasures in it, which could not escape detection, and asked the Meer how I could show it in that state to Captain Pope. The Meer also became perplexed, and after much consideration proposed that, as the treaty was written on four pages, and the alterations and erasures had only been made in the first, and the one containing the seals was perfect, the first leaf should be taken out, and another written by Peer Ali Gohur, and substituted for it. I then replied, that I could not assist or advise in anything of this kind, but he might do as he liked, and I would come to Bubbeelow and send my moonshee Bushurut Allee to bring the Koran to me when it was ready. Meer Ali Morad then sent for Peer Ali Gohur
to

to Khyrpoor, and told him to write a fair copy of that page of the treaty in which the words "pergunnah Meerpore, Mathela bamar Mehurkee" were inserted. Peer Ali Gohur declined to do so, but Meer Ali Morad Khan said, he would be responsible for what he did, and Peer Ali Gohur then told him to give him a writing to that effect in the hand of Shaik Ali Houssein, agreeing, that if this ever came to the knowledge of the British Government, Meer Ali Morad would be responsible. The Meer then sent Futteh Mahomed Toshakjee to me at Bubbinlow, and told me that Peer Ali Gohur hesitated to write what was wanted, and required a sunud to the above effect, and, therefore, to write one for him, and send it to the Meer, that he might seal it and give it to him. Upon this I wrote the sunud as directed, and sent it to the Meer. Peer Ali Gohur also wrote to me, that the Meer was frightening him, and threatening to disgrace him if he did not write the paper for him, and therefore asked me what he was to do. I sent him a reply to the effect, that he was helpless, and his character at stake, and therefore to take the writing from the Meer, absolving him from responsibility, and make the entry required. Peer Ali Gohur then did this, and the extracted paper also remained loose in the Koran. The Meer then sent me the Koran by the hands of Busharut Ali, who also told me all that had been done as related above. I then took the Koran to Captain Pope, who examined it, but did not detect any forgery. The extracted paper, however, having been left in the Koran by mistake, fell out into his hands, and he asked me what it was. Being at the time in the service of Ali Morad Khan, I replied, that it was probably some rough copy, and he then replaced it in the Koran, and did not entertain any suspicion about it. After this I went to Bubburloo, and I took out the two extracted leaves and kept them by me, and sent the Koran to Meer Ali Morad Khan. A dispute afterwards took place between the Meer and myself, on account of my telling him that the British Government was very kind to him, and it was therefore improper on his part deceitfully to appropriate any of its possessions, which I recommended him in consequence to restore. This did not however please the Meer, and I afterwards mentioned the circumstance to Captain Malet, together with other matters involving the interest of Government. When the Governor, Sir Charles Napier, returned to Sukkur from the Hill campaign, Captain Malet informed him of what I had said, and Captain Brown, by his directions, asked me about the leaves extracted from the treaty of Nownahar, which I had mentioned to Captain Malet. In reply I related the circumstance to him, and he asked me for the leaves. I did not, however, think that it was the pleasure of the gentlemen at that time to recover the right of Government, and I therefore said that I certainly had them, but I was not certain whether they had been sent away with my property to Mooltan, or were lying among some of my other papers. I said however that I would look for them and send them afterwards. I then went to Mooltan, and from thence I sent a petition, on the 10th of May, to the Governor-general, Lord Hardinge, and also another, dated on the 5th of the same month, to the address of Sir Charles Napier, at Kurrachee. In these I wrote that Meer Ali Morad Khan had appropriated districts rightfully belonging to the British Government of the value of ten lacs of rupees annually. I added, that I was ready to show this if any one asked me about it, but I did not receive any reply to these communications. Two years afterwards I visited Kurrachee and went to the Governor, who sent Moonshee Ali Ukbar to me to get information on two points; one of these was about the treaty of Nownahar, on which subject he asked me to communicate all I knew. I related all the circumstances, and stated that I had both of the extracted leaves in my possession, and would bring them when required. The Governor sent for them, and I took them to him. Moonshee Towur Mull was sent to me formerly by Major Clibborn to get a copy of the treaty of Nownahar, and I gave him a copy of it, as it was originally written, without any allusion to pergunnahs in it."

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67. Peer Ali Gohur, examined on the same day, confirmed the above statement as follows: "Some time after this, when the proclamation was issued by the British Government about the annexation of the country, the word 'deh' (signifying village) was altered in the treaty to 'pergunnah,' and in doing this the paper was spoiled. I was then sent for, and told to take out the leaf and write a new one. I refused however to do this, and the Meer Sahib insisted on my doing it. I therefore wrote to Sheikh Ali Hussein on the subject, and he told me in reply that the Meer had made him write a paper for me about this,

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and therefore to get this from him. The Meer Sahib gave me this in writing, and made me enter it on the blank page, next to the one that had been injured and taken out, the words that had been written on it. I sent the paper which the Meer Sahib gave me to the Sirkar. Sheikh Ali Hoosein sent a copy of the treaty, when it was first entered into, for the Government records, and therefore send for him and make inquiries about this. Three days after I had written the new page in the Koran, Captain Pope came to Khyrpoor and asked me whether the handwriting was mine, to which I replied, that it was. This is all I know on the subject."

68. This is all the evidence before the Commission (excepting the cross and further questioning of the same witnesses) as to the origin, cause, history, and perpetration of the second forgery of which your memorialist has been believed guilty. Standing by itself, and considering all the circumstances of the time, it must be acknowledged to be a most incredible tale, but its utter falsehood and worthlessness will be exposed by comparing it with the Sind records alone.

69. Captain Pope was the Collector and Magistrate of Sukkur, and he saw the Nownahur treaty on the occasion of his being deputed to Khyrpoor in August 1843. The exact object of his visit, and the cause of it, will be shown by the following correspondence, and will satisfy your honourable Court that Captain Pope sent for the Nownahur treaty not in consequence of any rumour of a forgery, in regard to it having reached his ears, as falsely stated, but because that treaty was pertinent to another matter he then had in hand.

70. Lord Ellenborough, the Governor-general of India, in a letter dated 23d July 1843, addressed to Sir Charles Napier, as Governor of Sind, and relating entirely to the Turban treaty of the 20th December 1842, gave the following directions:—

"14. I request your Excellency will have the goodness to transmit to me any copy which may have been made of the writing in the Koran, which was sent to you by Meer Ali Morad, in December, and it would be desirable that your Excellency should acquaint Meer Ali Morad, that being now first made acquainted with the alleged cession to his Highness of the lands held by Meer Roostum in his own private right, and being desirous of proceeding in a matter of so much importance with all due regard to justice, and even to form, I am solicitous that his Highness should place in the hands of one of your Excellency's officers, for the purpose of having it correctly copied and attested, the writing in the Koran, whereby Meer Roostum is said to have alienated to his Highness the lands held by him in his own hereditary right, without reference to the possession of the Turban.

"15. Your Excellency may possibly be able to obtain from some of the religious men at Dejee, when the Turban was resigned by Meer Roostum, some detailed account of what took place on that occasion.

"Fort William, 23 July 1843."

71. Accordingly, Captain Brown, Secretary to the Government of Sind, gave the following instructions to Captain Pope, in a letter dated Hyderabad, 18th August 1843:

"Sir,

"By direction of his Excellency the Governor in Sind, I have the honour to forward extract, paragraphs Nos. 14 and 15, of a letter, received from the Right Honourable the Governor-general of India in Council, in the Secret Department, dated the 23d ultimo.

"2. You are requested to make his Highness Meer Ali Morad acquainted with the orders of his Lordship, relative to the alleged cession to his Highness of the lands held by Meer Roostum in his own private 'right,' and you can at the same time request that the Koran alluded to may be sent to you, with the view to your copying and attesting the writing it, whereby Meer Roostum is said to have alienated to his Highness the lands held by him.

"3. You will also, as directed, make the necessary inquiries from such religious parties who may have been present when the Turban was resigned by Meer Roostum at Dejee."

72. But although Captain Pope went to Khyrpoor to inquire into the particulars of the Turban treaty, it appears that he took that opportunity of looking at

the treaty of Nownahur also, not on account of any rumours or suspicion of a forgery, which had not at that time been pretended by any person, but because it appeared to him (as he expressed it in a subsequent letter, dated 24th October 1843) a most favourable opportunity "to obtain and record every possible information regarding the claim now urged by his Highness Meer Ali Morad."

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73. Your memorialist has thought it important to extract these letters, not merely to refute the falsehood of Shaik Ali Hoossein as to the origin of Captain Pope's desire to see the Nownahur treaty, nor simply indeed, to correct the error into which the Honourable Mr. Willoughby has fallen, by adopting the above statement of Shaik Ali Hoossein as true, in the face of the public correspondence showing the contrary, but rather as one proof among many in denial, that any suggestion unfavourable to the treaty of Nownahur arose, or was in circulation, so long as Shaik Ali Hoossein was in your memorialist's service, or before he had been ignominiously dismissed for embezzlement, and began to plot your memorialist's ruin; and the rumour of a forgery having been committed in that treaty, the existence of which is made so much of by the authorities in these proceedings, and as a favourite topic adverted to even in the beginning of the recent proclamation, depriving your memorialist of his territory, was the rumour of Shaik Ali Hoossein himself, sedulously spread about, but not of any other person. The vakeels of all the other Ameers, their servants, and officers, were all in Sind on the commencement of this rumour, and most of them were actually in the service of the British Government under Captain Pope, but on the appearance of it, none of these persons came forward on behalf of their old masters to corroborate by their information the falsehood in circulation.

74. Returning to the extract from Shaik Ali Hoossein's evidence, it will be seen that the leaf said to have been extracted and the new leaf substituted were so extracted and substituted on the occasion of Captain Pope desiring to see the Koran, and on Shaik Ali Hoossein bringing to your memorialist's notice that the forgery was so evident that it could not escape detection, and that the Koran, in that state, could not be shown to the above officer. This was in August 1843, as Captain Pope's official proceedings show. Now the falsehood of this statement is apparent the moment the public events of December and January previously, before adverted to, are reflected upon. Shaik Ali Hoossein was in Sir C. Napier's camp at Sukkur on behalf of your memorialist in December 1842, when the Ameers had been directed to come themselves or send their vakeels to discuss the treaty proposed by the Governor-general for their acceptance, and their several claims to territory or to compensation. Shaik Ali Hoossein was also on your memorialist's behalf with Colonel Outram at Khyrpoor, in the following January, when the same subjects were being discussed, and the Ameers had been directed to meet Colonel Outram upon them. Shaik Ali Hoossein had the Korans with him, in which the Nownahur and the Turban treaties were entered, and must have produced them, and was at any time liable to be called upon to produce them to the British authorities in the course of those discussions in support of your memorialist's claim, the more especially if your memorialist was claiming a pergunnah when he was only entitled to a village—a claim so false as scarcely to be expected to pass without dispute and without reference to the treaty; and if there had been at that time any forgery in the Nownahur treaty, so clumsily effected that it could not escape detection, it would have been necessary to correct it at the outset of the discussions, when it might at any time be asked for, and not after it had been seen and had passed muster; and it is wholly past belief that the clumsiness of the alleged forgery should have been discovered for the first time in August 1843, on Captain Pope desiring to see the treaty. It will therefore be evident to your honourable Court, that the history given by the witnesses of what, in these proceedings, is called the second forgery, is a gross invention; a history, however, to which the Commission, without bestowing a moment's thought on its improbability, have given implicit credence.

75. It does not appear to have struck them as extraordinary, that the extracted leaf should have been preserved instead of destroyed; nay, that it should actually have been sent in the Koran to Captain Pope. They do not seem to have been at all startled by the production of what was called the other part of the extracted leaf, on which it is said Peer Ali Gohur tried his hand.

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It did not occur to them to turn back to former statements, made when Captain Brown was collecting proofs, to see if this second leaf had ever been mentioned on any former occasion as being then in existence, or as having ever existed at all. Although they perceive from the difference of size that these two leaves never could have formed one sheet, they are satisfied with the silly excuse that the difference might be accounted for by one having been robbed; and, in fact, your memorialist cannot help observing, that the Commission appear to have accepted false tokens in proof of a most incredible tale with all the simplicity of children, and to have bestowed not a moment's reflection on its inherent improbability.

76. Passing now to the remainder of Shaik Ali Hoossein's statement above extracted, his evidence before the Commissioners on the 20th April 1850, after describing the first forgery, of the alteration of "Deh" into "Pergunnah," continued as follows:—

"After this, when the war with the Hyderabad people took place, the army marched in that direction; and when it arrived at Kala, Colonel Outram and Captain Brown came from Hyderabad and joined the army. Moonshee Moyadeen was also with them; and Meer Ali Morad Khan had before arranged with him at Sukkur, that if he could get him the copy of the treaty which had been given to Government in September, he would reward him with the sum of 10,000 rupees. The moonshee was thinking how he could manage this, when the attack on the Residency at Hyderabad took place, and some of Colonel Outram's things were left behind; and this exactly answered his purpose, for he immediately told me that the copy of the treaty had either been lost there or he had lost it, and that therefore the discussion about the substitution of 'pergunnah' for 'deh' (village) was at an end, and he then demanded the payment of the 10,000 rupees reward. I replied, 'Very good; when the Meer arrives at Hyderabad some arrangement will be made about this.' I then wrote to Meer Ali Morad what I have related above, and told him to rest satisfied as the writing had been lost. After this, in the month of April, Ali Morad Khan sent another copy of the treaty of Nownahur to me to Hyderabad, by the hands of Hafiz Noor Mahomed Khan, a Mooltanee Puthan. In this the words 'Purgunnah Meerpoor, Mathela, bamar (together with) Mehurkee,' were inserted; and Hafiz Noor Mahomed Khan told me that this copy was to be entered in the Government records; I therefore gave it for record accordingly, on the 4th April. After this Meer Ali Morad Khan came to Hyderabad, and Moonshee Moyadeen again began to demand the money from him. The Meer replied, that if he could get the book for him in which translations of papers of this kind were kept, he would immediately pay him the money. The moonshee, in reply, agreed to do this for him, but asked for security for the payment of the money afterwards, and proposed that that of Sheikh Ali Hoossein should be given. The Meer then told me to become security, which I did; and the moonshee sent the book required to Meer Ali Morad in the middle of June 1843. The Meer then borrowed the sum of 50,000 Kora rupees from one of the Ameer's residing at Hyderabad, and paid Moonshee Moyadeen 10,000 out of it. After this I returned with the Meer to this part of the country."

77. Towar Mull Teheran relates the same circumstance to the Commissioners in the following words:

"When the fight took place at Hyderabad, and the Governor went there, I was with him; Sheikh Ali Hoossein was also there on the part of Meer Ali Morad. Before the battle of Meeanee, Colonel Outram and Captain Brown, together with the Moonshee Moyadeen, went down from Dejee-Ka-Kote in the steamer to Hyderabad, and when they got to the Garden and alighted there, I heard from Mirza Dapod that Moonshee Moyadeen had lost the Persian and English copies of the treaty of Nownahur which were on the records of Government. I went and told Captain Brown of this, and he sent for Moonshee Moyadeen, and asked him where the book containing the copies of papers of this kind was. The moonshee replied that it must be among the other records, and he would look for it and get it. He then went and searched for it, and reported to Captain Brown that he could not find it. Captain Brown was very angry with him in consequence, and placed him in arrest seven or eight days. Afterwards Captain Brown again sent for him, and asked him how it had been lost, and he replied that

that it had been lost when the Beloochees plundered the Residency of Hyderabad. Captain Brown after this released him, and employed Mirza Daood likewise. When Meer Ali Morad came to Hyderabad, I heard that Moonshee Moyadeen had given him the book containing the copies of the English papers. This happened some time in the month of June.”

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78. Mr. Maher, a clerk to the Commissioner of Sind, also deposed as follows :

“I recollect that about the month of June 1843, a box was stolen from Captain Brown's table containing Major Outram's secret letters and important papers, written during his stay at Khyrpoor. The box also contained some valuable Persian documents, as I was subsequently informed by Captain Brown, but of the exact nature of which I am not aware. Among the contents of the box was an English book, which was wholly written by myself; it was endorsed secret. The contents of this book related to disputes between the Ameers of Upper Sind, and commenced about September, 1842. Some of these papers had reference to the treaty of Nownahur; but I do not recollect whether a copy or translation of that treaty was among them.

“What proceedings were adopted by Captain Brown on the loss of the box? — Every inquiry was made among the whole establishment, and suspicion fell on Moonshee Moyadeen, who was currently believed to have taken it. The moonshee was immediately suspended by Captain Brown, but as nothing could be proved against him he was again employed for a short time, and then dismissed altogether. The box, with its contents, was never afterwards heard of.

“Are you acquainted with a person named Mirza Daood?—I was acquainted with a moonshee of that name who was employed in the office of the Secretary to the Government of Sind in 1844, and who died in the year 1848.”

79. The above quotations complete the case alleged against your memorialist. Now, it will strike your honourable Court as remarkable, that whilst the Commissioners acknowledge that the evidence of Shaik Ali Hoossein and Peer Ali Gohur and Towur Mull would be wholly unworthy of credit unless tested by internal marks of probability, or corroborated by collateral proofs, that they should not have compared the statements of these persons with the records of Government, a test then available to them of the most satisfactory nature, and from which the Commissioners would at once have discovered the truthfulness or otherwise of the story laid before them. Your memorialist has already done this in two instances. 1st. In ^{correcting the erroneous impression as to Sir} Charles Napier's * * * * * 2nd. In drawing attention to the correspondence disclosing the nature of the inquiry Captain Pope was making at Khyrpoor in August 1843, and his reason for asking at that time to see the treaty of Nownahar.

The words underlined omitted in printed copy.

* quoting Sir C. Napier's Proclamation.

80. But in testing the evidence given before the Commission and above extracted, it is very material that your honourable Court should be fully aware of the exact nature of the records kept in Sind during the period in which the supposed transactions are represented to have taken place.

Omitted in printed copy.

81. From the time of the arrival of the late Mr. Ross Bell in 1839, as the Political Agent in Upper Sind, there were always two departments in the Agent's office, the Persian and the English; and up to the year 1847, every Persian paper recorded was numbered, and had the order made thereon endorsed upon it, with the initials of the Political Agent or his assistant, or the Secretary to Government, or the Persian interpreter to Sir Charles Napier subscribed thereto; and every important paper so recorded was translated, and the translation was kept in the English department. A weekly diary of inward and outward letters was kept in the Persian department, and a copy was sent to the Governor-general every week until about the beginning of the year 1843, when that practice was discontinued. In the English department a digest of daily occurrences and correspondence was kept by the Political Agent, and afterwards by the Secretary to Government, and an office memorandum was also kept, in one or other of which the most minute circumstances were entered, but particularly the visits from the vakeels of the Ameers of Sind, the conversations with them, the letters, papers they brought, the employment or suspension of clerks, moonshees, peons, or others, the accusations against them, the punishment awarded, and all the rumours of the day, and copies of this digest were sent periodically to the Governor-general and also to the Government of Bombay.

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82. This digest and office memorandum your memorialist believes is still on the records of the Sind Government, and at any rate copies of the digest must be on the records of the Government of India and of the Government of Bombay, and from it will necessarily appear the exact date on which the box of records, deposed to by the witnesses as having been stolen from the table of Captain Brown at Hyderabad, was stolen, its actual contents, the names of the persons suspected, the grounds of the suspicion, and the punishment which any persons may have been subjected to for the same.

83. Had this digest, which seems to have been before the Commissioners, as it is in some parts referred to in their observations, been carefully examined by them, they would have ascertained that the bulk of the statements made by Shaik Ali Houssein, Pcer Ali Gohur, and Towur Mull Teheran, and which the Commissioners rely on as trustworthy, were wholly false and fictitious, and that they had been manufactured in concert together for the express purpose of criminating your memorialist.

84. Your memorialist will ask your honourable Court to apply this unailing test to a most important statement, that a copy of the treaty of Nownahur was placed on the Sind records immediately after the battle.

85. Shaik Ali Houssein's statement on this point to the Commissioners is as follows: "Ali Morad remained there (Nownahur) that night, and the following day I took the Koran and a letter from the Meer with a copy of the treaty to Captain Brown. The Koran was shown to him, and the copy given for the records." And in reply to a question from the Commissioner, he stated (that this copy) "was written either by Moonshee Busharat Ali or Moonshee Kissondass."

86. Pcer Ali Gohur deposed on the same day as follows: "Shaik Ali Houssein sent a copy of the treaty, when it was first entered into, for the Government records," &c &c.

87. Towur Mull joined in these statements in the following words: "On the 18th September 1842, Shaik Ali Houssein brought the Koran and showed it to Captain Brown, explaining at the same time all that had occurred. Moonshee Moyadeen placed a copy of this in the Persian records, and had a translation made of it likewise in English."

88. The Commissioners do not appear to have thought it necessary to ask these two last witnesses whether the particular circumstances they were detailing with regard to this copy of the treaty were within their personal knowledge or not, or whether they were with Captain Brown at Sukkur at the time; but the fact that a copy of the treaty had been recorded by Captain Brown a very few days after the battle, was taken throughout the inquiry as established on the above evidence.

89. Now if the copy of the treaty here said to have been given to Captain Brown for his records, and to have been recorded by him, (and which copy other portions of the evidence are directed to show your memorialist employed Moonshee Moyadeen to steal back for him,) had in fact been received and recorded by Captain Brown, the same would in due course of business have been numbered, regularly entered in the Diary, and a translation would have been entered on the English record, and a copy of it sent to the Governor-general, and another copy to the Government of Bombay; and it would have been perfectly easy at this moment to give from the records the number and date of this copy of the treaty. But it did not occur to the Commissioners to expose the above assertion of a very important fact to this simple and self-evident test. Your memorialist will however refer to Captain Brown's own description of his interview with Shaik Ali Houssein after the battle of Nownahur, and which is as follows:—

"Shaik Ali Houssein, vakeel of Meer Ali Morad Khan, waited upon me to show me the agreement written in the Koran of his master, consequent on the late fight at Kyrpoor, by Meer Roostum Khan. I declined however having any more to say in the matter, as the Ameer had not thought fit to follow the advice which I had formerly given to him on the subject." This is all that Captain Brown records of Shaik Ali Houssein's visit to him after the battle of Nownahur. In it there is no allusion to any copy of the treaty having been taken as an office copy or record, or having even been offered by Shaik Ali Houssein to Cap-
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Extract from
Digest from 20th
to 28th September
1842, Sind Papers
relating to Meer
Ali Morad, p. 203.

tain Brown, and it seems probable from the language of the entry that if any such copy had been offered, Captain Brown would have refused to receive it. It is scarcely possible that he should on this occasion have received and recorded a copy of the treaty, and should not have mentioned it. His digest immediately before records all the rumours that had reached him of the battle of Nownahur, and the nature of the arrangement is also incorrectly recorded. Further, Captain Brown's letter, written on the same day, the 20th September 1842, to his superior, Major Outram, and immediately after Shaik Ali Hoossein's visit, does not enclose any copy of the treaty of Nownahur, as it certainly would have done if Captain Brown had kept and recorded a copy of that treaty as deposed to by the witnesses. It would, in that event, have been Captain Brown's duty to have transmitted a translation of this document to Major Outram, and that duty, it may safely be said, would not have been omitted. Other circumstances which will be hereafter noticed refute in the strongest manner the presumption of any copy of the Nownahur treaty having been recorded by Captain Brown, and if your honourable Court shall be satisfied that no copy of the treaty was in fact so recorded, you will then be able to appreciate at its full value the gross and scandalous charge made against your memorialist of employing Moonshee Moyadeen to steal this supposed copy from the records; a charge, however, which the first invention rendered it necessary to concoct to explain the absence from the records of the copy that should have been there forthcoming, if the first part of the story had been true.

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90. But it was necessary for the accusers of your memorialist, to make their case complete, to produce before the Commission some copy of the treaty, in the shape in which they alleged that treaty to have been originally framed, and accordingly a copy, marked as Exhibit A. No. 5, was given by the Hindoo witness, Towur Mull, to Captain Younghusband, Lieutenant of Police, Shikarpore, very shortly before the Commission assembled, and this was the first intimation the authorities in Sind ever had that such a copy was forthcoming, or even had existence. The Commission have done your memorialist the justice to reject this document, on the ground that it has the appearance of having been tampered with; but it is important for your memorialist to refer to its history, as given by the witnesses, because the obvious and barefaced falsehood, deposed to with respect to it, should have elicited a condemnation of it as a genuine paper on broader and more satisfactory grounds.

91. Towur Mull deposes, that on the 11th Shaban, corresponding with the 17th September 1842, two days after the battle of Nownahur, he went to Babulow, by the orders of Major Clibborn, in whose employ he then was, and had an interview with Shaik Ali Hoossein, who showed him the Koran with the treaty of Nownahur written in it. He adds, "from respect to the Koran I did not take a copy from this with my own hands; but I looked at it, and read it, and begged that a copy might be given to me. Shaik Ali Hoossein then sent for his moonshee, Busharat Ali, and made him copy the treaty for me. Upon this I returned to Sukkur and gave the Sahib, a copy of this transcribed by myself. Major Clibborn sent this to Captain Brown with a note from himself."

92. The witness, although a Hindoo, and who acknowledges that out of respect for the Koran he did not make any copy from it himself, nevertheless pretended, before the Commission, to recognise nine years afterwards the identical Koran and the leaf alleged to have been extracted, Exhibit, marked A, No. 1, of which he says, "This is the very leaf that was in the treaty originally;" and the man who could thus impudently affect to recognise a Koran, never in his hands, but shown to him nine years previously, and that a loose paper was at that time a leaf in it, has been handsomely rewarded for his evidence. He adds, that he kept the copy of the treaty Busharat Ali had made for him "for several years from the time I (the witness) showed it to Captain Brown, till the arrival of the Commissioner sometime ago at Sukkur, when I gave it to Mr. Younghusband;" and, in reply to a question from the Court, said, "I did not show it to any one else, but I mentioned about it both to Captain Malet and to Major Goldney."

93. Here again, if Major Clibborn had forwarded the copy, as alleged, to Captain Brown, the same would have appeared on his records, and would have

been

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been now forthcoming, for your memorialist is not supposed to have known of this copy, or to have ordered it to have been stolen. It would also have been mentioned in the digest of intelligence, and the date and number would have been recorded, and might have been specified by reference to the Government records; but no such test was applied to Towur Mull's statement.

intended.

94. But the same digest would also have shown the more important and fatal fact, that Major Clibborn was not, in September 1842, collecting intelligence for the Sind authorities, and that Towur Mull was not at that time in the employ of the British Government as a news collector, and that it was not until after Sir C. Napier had arrived in Sind, which he did in October 1842, and then not until after several days had elapsed, that it was determined to have news collected for the Sind Government from some independent source, with which to compare the regular office intelligence. Sir C. Napier introduced this new department, and requested Major Clibborn accordingly to collect such intelligence for him; and had the Commissioners sent for the Sind records, they might have ascertained the exact day on which Major Clibborn entered on this duty, as well from his digest itself, as from the contingent bills sent in by him for expenses connected with it, and that would at once have exposed the falsehood of Towur Mull's history. The alleged copy of the treaty produced by him would have shown that he did not obtain a copy of the treaty two days after the battle for Major Clibborn, and that the paper given by him, and *pretended** to be such, consequently has another and different history, which the rest of the falsehoods adduced on the inquiry quite sufficiently explain.

95. It is important, moreover; to recollect the account this witness gives of his own conduct, at the time when it is alleged Captain Brown's box of records, including the Persian and English copies of the treaty of Nownahur, was stolen.

96. Towur Mull deposed, that he was the person who went and apprised Captain Brown of the loss. "I then went and told Captain Brown of this, and he sent for Moonshee Moyadeen, and asked him where the book containing the copies of papers of this kind was." (The moonshee reported that he could not find it.) "Captain Brown was then very angry with him in consequence, and placed him in arrest seven or eight days." All this time the witness, according to his own showing, had in his possession the copy of the treaty he had obtained from Busharat Ali, and yet he did not communicate this, or offer to give it, or a copy of it, to Captain Brown to replace that which it is now pretended had then been so stolen. The witness further states, that he learnt in June following, that Moonshee Moyadeen had given the stolen papers to your memorialist. The witness thus becomes possessed of a most important piece of information, which rendered the copy of the treaty in his possession, and in Busharat Ali's handwriting, a document of the utmost value.

• 97. Now, this same witness, during the months of April, May, June, and July 1843, was under Captain Brown's immediate orders, and was applying for a reward for his services, for which he had been recommended by Major Clibborn, and he finally succeeded in getting his pay increased to 100 rupees per mensem, and in obtaining the grant of a small garden in Upper Sind; and your memorialist confidently submits to your honourable Court, that it is altogether incredible that, with every motive to seek the favour of his superiors, when actually petitioning for rewards from the British Government, and with nothing to fear from your memorialist, the witness should have abstained from showing the important document he then had in his possession to Captain Brown, and whom he had seen so angry at the loss of the original office copy and its translation.

98. The Sind records will show the exact date on which this witness's salary was increased. The same records, it is believed, will also show that he was at Sukkur in October 1843, under the immediate orders of Captain Pope, and whilst that officer was conducting the inquiry into the treaty of Nownahur, consequent on the receipt by him of the following letter from Captain Pelly, enclosing one from your memorialist relating to his rights under that treaty.

"Sir,

"Kurrachee, 8 October 1843.

"I AM directed by his Excellency the Governor of Sind to forward to you the enclosed translation of a letter from his Highness Meer Ali Morad, and to request

request you will be good enough to furnish him with any information you may have, or may be able to collect on the subject. His Excellency wishes you to write also to the Right honourable the Governor-general direct, furnishing him with such information as you may be able to collect. His Excellency has this day written to the Right honourable the Governor-general, informing him that he has directed you to do so."

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99. As Towur Mull had been collecting news for the British Government for several months, it is almost as of course that he should have been asked by Captain Pope whether he knew anything about the treaty; but whether asked or not, he confessedly did not communicate to that gentleman that your memorialist was producing a forged treaty to him; that to enable him to do this, he had caused the original copy of the Nownahur treaty to be stolen, and had contrived to possess himself of it through Shaik Moyadeen in June previously, when your memorialist was at Hyderabad; and that he, the witness, nevertheless, had a truthful copy of the treaty, written two days after the battle by one of your memorialist's own servants, a copy of which the witness had given to Major Clibborn, and which he had forwarded to Captain Brown. No person in his senses will credit that the witness would not have availed himself of the opportunity of Captain Pope's inquiry, to relate these things to that gentleman, and exhibit the copy to him, and thus to obtain the favours and reward of the British Government. Can stronger internal evidence be adduced, that the copy of the treaty, produced after so many years for the first time by this witness, never was in his possession until recently, and that it has been manufactured for the purpose of this inquiry.

100. Your memorialist will hereafter point out other gross fabrications of this witness.

101. But he is desirous first of drawing the attention of your honourable Court to the consideration of another very important paper, the copy of the treaty which Shaik Ali Hoossein alleges that he placed on the records of Government on the 4th of April 1843, by the desire of your memorialist (paper C. No. 4 of Exhibit F.). This document has been treated throughout as a most trustworthy piece of evidence against your memorialist.

102. The Commissioners observe upon it as follows:

"4. The only copy of the treaty now on the records of the British Government, and which there is no reason to doubt was placed there at the date of the receipt entry endorsed on it, the 4th April 1843, and has remained there ever since, corroborates Sheik Ali Hoossein's statement as to its having been then delivered for record by him, in consequence of the loss of the first copy."

103. This sentence furnishes a very good illustration of the notions which the Commissioners entertain of the nature of corroborative evidence. But the Commissioners, in showing this paper to the witness Shaik Ali Hoossein on the 22d April 1850, speak of it as if it had actually been recorded by Captain Brown. Thus ("the copy of" the treaty "which was given to Captain Brown in the handwriting of Moonshee Busharut Ali, and marked C., is then shown to witness.")

104. The Honourable Mr. Willoughby, in the 14th para. of his minute on the case, refers to this copy of the treaty in the following words:—

"The fourth document is strongly corroborative of Ali Morad's guilt. It is a copy of the treaty of Nownahur, clandestinely entered into the Sind records in lieu of the genuine copy, originally furnished to Captain Brown, subsequently abstracted through the knavery of the moonshee Moyadeen. It is in the handwriting of Busharut Ali."

105. The Right honourable the Governor-general, in his minute on the case, speaks of this copy of the treaty as "the confessedly authentic copy of the treaty deposited in the Sind records in April 1843."

106. It is surprising, that with not one grain of evidence to support the assertion of Shaik Ali Hoossein, that this copy was placed on the Government records in April 1843, the Commission and the confirming authorities should have taken so important a statement as unquestionable, and have then treated it as something independent of Shaik Ali Hoossein's other state-

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ments, and as corroborating them in a very important manner. The Commissioners and the Honourable Mr. Willoughby actually seem to suppose that the endorsement on this document of its having been received on the 4th April 1848, is an official memorandum, as if the document had actually come there in the due course of business and not "clandestinely," as Mr. Willoughby himself had only a few lines before mentioned. If this endorsement was made in the office, in whose handwriting is it? Why are there not the usual initials of the officer in charge underneath? But it is needless to reason that it was not officially received, for the case made is, that the paper was clandestinely brought on the Government records, and the endorsement therefore is the date chosen by the person who so brought it on the records, and was fixed on by him as the one that would serve the object he had in view in introducing it at all.

107. But it seems never to have occurred to the Commissioners, that if Shaik Ali Hoossein had really given a copy of the treaty to Captain Brown to record after the battle of Nownahur, and if that treaty had been recorded, and if your memorialist had employed persons to steal it, and substitute another in its place, that the date of the theft, and the date of substitution of the new copy would have had some reasonable proximity to one another, and not nearly six and a half months' interval; and further, that if these statements had been true, instead of being wilfully false, and a modern invention, your memorialist, on receiving back the stolen copy, would have caused the new one about to be substituted to have the same number, date of receipt, and endorsement on it, as the stolen one in the due course of business had had; and so acute a person as Shaik Ali Hoossein would have taken care to have had it placed amongst the records of September 1842, according to its number. In inventing a story the witness had overlooked this certain incident in a real transaction.

108. Having now adverted to all the copies of the treaty recorded by the Commission or mentioned in the depositions, your memorialist appeals to your honourable Court to subject them to a further test, namely, by comparing the statements with regard to these documents with the acknowledged history of the rise and progress of the charge of forgery against your memorialist, and the steps taken by the British officers in Sind to collect proofs of the charge. Mr. Pringle, the late Commissioner of Sind, gives this history in the memorandum drawn up by him for submission to the most Noble the Governor-general, on the occasion of his visit to Sukkur, dated the 29th January 1850:—

"13. This was the state of these questions on my succeeding Sir Charles Napier in the Government of the province in the end of September 1847, when he brought the subject (moving the supposed forgery in the Nownahur treaty) to my notice as one then pending, and informed me that the proofs of it were with the secretary, the late Captain Brown. He at the same time gave me a memorandum detailing the measures he would recommend for adoption when the matter should come to be disposed of, &c., &c.

"14. I forwarded Sir Charles Napier's paper to Sir George Clerk, then Governor of Bombay, and directed the secretary, Captain Brown, to make a memorandum of the circumstances connected with the discovery of the alleged fraud, and to keep all proofs for production when required; also, to collect the correspondence regarding the proposed treaty, the records respecting which he informed me were in some respect incomplete, and to be ready to give every requisite explanation upon it when it should come under consideration. All further proceedings were deferred until the arrival of Sir George Clerk, whose intention it was shortly to visit the province.

"15. Circumstances delayed Sir George Clerk's visit until the month of February 1848, when the season was so far advanced and the state of his health was such, that he was unable personally to undertake the settlement of these questions, but he was made acquainted with the information regarding the alleged fraud then in the possession of Captain Brown, and led me to expect that he would communicate to me his views on the subject.

"16. Soon after Sir George Clerk's return to Bombay the state of his health obliged him to quit India, and it was not until the month of October 1848 that I received secret instructions from the Bombay Government, founded, I presume, on the information obtained by Sir George Clerk when here, to proceed with the inquiry into the alleged fraud, but leaving it to my discretion

to postpone this, if the state of affairs in the Panjab, where the Mooltan insurrection had broken out, should render it expedient.

"17. In the meantime my secretary, Captain Brown, who had proceeded to Mooltan to join his regiment on service, returned dangerously ill, and died shortly after in Bombay, without being able again to transact business. He left the papers connected with the fraud and the records on the subject of the treaty to be delivered to me by his head clerk; and it is from them I have been obliged to derive my information on the subjects, under considerable disadvantage from the absence of such personal explanations as Captain Brown alone could have furnished."

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109. The memorandum drawn up by Captain Brown and referred to by Mr. Pringle is printed at the 65th page of the papers relating to the charge preferred against your memorialist, and Shaik Ali Hoessein's then statement to Captain Brown is annexed thereto; and this memorandum, though not dated, refers to Captain Brown's digest of the 16th September 1847, and must, therefore, have been written between that date and the 28th February 1848, the date of a subsequent memorandum prepared by Captain Brown for the Commissioner. But in neither of these, nor in Shaik Ali Hoessein's statement annexed to the first, is there any mention whatever of a copy of the original treaty having been given by that person to Captain Brown as an office record immediately after the battle; of that copy having been subsequently stolen by persons employed by your memorialist for that purpose; of a new copy of the treaty having been clandestinely substituted on the Government records, on the 4th of April 1843, by Shaik Ali Hoessein himself; and although, in Mr. Pringle's memorandum above quoted, Captain Brown is represented to have informed the Commissioner that his records were "somewhat incomplete," it is improbable that so mild an expression would have been used to designate that one of the most important of these records, namely, the original copy of the treaty, had been stolen. Captain Brown's digest of September 1847 will contain all Shaik Ali Hoessein's statements to him at that time; but nothing will be found therein regarding the theft of the *original** copy of the treaty, or the new and altered copy now represented to have been then actually on the records, and to have been introduced by Shaik Ali Hoessein himself thereon four years previously. It will be obvious that when Captain Brown, by Sir C. Napier's desire, collected the proofs of the alleged forgery, and was afterwards ordered by Mr. Pringle "to make a memorandum of the circumstances connected with the discovery of it, and to keep all the proofs ready for production when required," that on the first, if not both, of those occasions, the records must have been searched for any documents that would throw any light on the subject. Captain Brown, and every person in his office, would not have forgotten that Shaik Ali Hoessein had given him a copy of the Nownahur treaty a very few days after the battle; or the fact that he had done so, and that it was recorded, must have been discovered from some of the records, and some mention of the loss of this document would have found its way into Captain Brown's memorandum, or would have been communicated by him to Mr. Pringle; and, in searching the records, the copy of the treaty said to have been clandestinely recorded on the 4th April 1843, would have been found, and added to "the proofs" in Captain Brown's collection. But your honourable Court will observe, that although the inquiry commenced before Sir C. Napier left Sind, and notwithstanding all Mr. Pringle had heard, both from Sir C. Napier and Captain Brown personally, and from other sources, it was not until after he had finished his memorandum of the 27th December 1849, for submission to the Governor-general, and between that day and the 1st January 1850, that Mr. Pringle heard that there had been any copies of the Nownahur treaty on the records of the Sind government; and the inference is inevitable, your memorialist contends, that it was about that time that the copy of the treaty with the 4th April 1843 purposely endorsed on it to deceive, was first introduced amongst the Government records, and that it was then determined for the first time, Captain Brown being dead, to set up the story of a copy of the original treaty having been given to the latter after the battle of Nownahur; of that copy having been stolen by orders of your memorialist; and of another copy having been clandestinely introduced on the records by his orders on the 4th April 1843.

* usual

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four.

110. Mr. Pringle, on the 1st of January 1850, annexed the following postscript to his memorandum of the 29th December 1849:—

"P.S.—Since the above paper was written, I have received information tending to show that two genuine copies of the treaty of Nownahur were at one time on the records of the Sind Government, but were surreptitiously abstracted from them, and a spurious one, containing the present interpretation, substituted, to effect which it is alleged that a lakh of rupees was expended. This took place in March 1843, one month after the battle of Meeanee, and *five** months before the alleged fraud in the Koran, which was perpetrated 20 days before Captain Pope proceeded to Khyrpoor to examine the deed (also in a Koran) in which the public cession of the Turban was made, and took the opportunity of examining this one also, when of course it would correspond with its present appearance. I have not the means of immediately verifying this information, and it may not, perhaps, be strictly accurate in its details; but there are circumstances which give to its general substance a considerable *prima facie* appearance of probability.

"1st January 1850."

111. Your memorialist confidently asserts that the end of the year 1849, when Mr. Pringle received the information referred to in the above postscript, was the first occasion on which any such statement had been put forth in Sind, and that it never could or would have been made if Captain Brown had then been alive. Shaik Ali Hoossein had shortly before arrived at Sukkur from Mooltan, and a very few days afterwards, that is to say, on the 9th of January 1850, he was taken by Lieutenant Younghusband, Lieutenant of Police, before Mr. Pringle, and the copy of the treaty, pretended to have been recorded on the 4th April 1843, having then for the first time been found, was put into the witness's hands, and it is most important to note what he then said about it; for your honourable Court will perceive that he had not then quite determined or arranged with his accomplices as to the story that should be set up regarding it.

112. The question put to him by Mr. Pringle and the answer are recorded in the following terms:—

"Do you know this paper (*the copy of the treaty of Nownahur is here shown to him, marked (C.)*)?"—"Yes, this is the handwriting of Busharat Ali. But it must have been written subsequent to the forgery; for it has the pergunnah of Meerpoor and Mathela clearly written, but I am not aware when it was given."

113. Three months afterwards, when giving his evidence before the Commission, the witness deposed regarding the same document as follows:—

"After this, in the month of April, Ali Morad Khan sent another copy of the treaty of Nownahur to me to Hydrabad, by the hands of Hafiz Noor Mahomed Khan, a Mooltanee Puthan. In this the words pergunnah Meerpoor, Mathela, bamar (together with) Mehurkee were inserted, and Hafiz Noor Mahomed Khan told me that this copy was to be entered on the Government records. I, therefore, gave it for record accordingly on the 4th April 1843."

114. When cross-examined with regard to this paper two days afterwards, the question put to him and his answer are recorded as follows:—

"When Meer Ali Morad sent Hafiz Noor Mahomed Khan, Puthan Mooltanee, to you with a copy of the treaty of Nownahur in April, as you formerly stated, did he send any letter with him?—He wrote to the effect that I was to attend to whatever Hafiz Noor Ahmed Khan told me. Besides this letter there was a piece of paper, on which the words pergunnah Mathela, Meerpoor bamar Mehurkee were written. Hafiz Noor Ahmed Khan told me that he had been directed to show me this paper, and then take it back, and that I was to give a copy of the treaty, written by my own moonshee, with these alterations, for the purpose of being placed among the Government records; I, therefore, did all this, as I had been ordered to do."

"You first stated, that Meer Ali Morad had sent you a copy of the treaty by Hafiz Noor Ahmed Khan, with the alterations of pergunnah Mathela, Meerpoor, bamar Mehurkee inserted in it, and directed you to give it to Government for record, and now you state that he sent you a separate piece of paper, with these words written on it, and told you to have these words inserted in a fresh copy of the treaty, and to give this for record; what explanation do you give of this?—I did not mention that a copy of the treaty had been sent, but merely a copy, by which

which I meant a piece of paper on which the words *pergunnah Meerpoor*, *Mathela*, *bamur Mehurkee* were written. Refer to my statement and you will find that these words are mentioned in it." It is unnecessary to comment on this evidence, so utterly inconsistent with itself, and so manifestly concocted for a purpose. The tests your memorialist has applied to it, must have convinced your honourable Court that the copy of the treaty alleged to have been registered on the 4th of April 1843, was never on the records of Government prior to Captain Brown's death, or indeed until the close of the year 1849, and the arrival of Shaik Ali Hoosein at that time at Sukkur from Mooltan.

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115. But the language of the document itself places the witnesses in a complete dilemma, contradicts and manifestly falsifies either their statement as to the time when it was recorded in their account of the second forgery. It was not until August 1843 that Captain Pope desired to see the Koran in which the *Nownahar* treaty was recorded, nor until then is it pretended that it ever occurred to any one to make a second forgery by extracting a leaf and substituting another *treaty*.* Shaik Ali Hoosein's evidence on this point before the Commissioners is as follows:—

* Omitted in
Printed copy.

"About this time it reached the ears of Captain Pope that some forgery had been made in the Koran containing the treaty, and he therefore sent for it for the purpose of examining it. When I saw the Koran I found great erasures in it, which could not escape detection, and asked the Meer how I could show it in that state to Captain Pope. The Meer also became perplexed, and after much consideration, proposed, that as the treaty was written on four pages, and the alterations and erasures had only been made in the first, and the one containing the seals was perfect, the first leaf should be taken out and another written by Peer Ali Gohur, and substituted for it."

116. This was the origin and sole cause of the new leaf being introduced. Peer Ali Gohur deposes to the same effect, and fixes the date of the new leaf being written in the following words:—"Three days after I had written the new page in the Koran, Captain Pope came to Khyrpoor and asked me whether the handwriting was mine, to which I replied that it was."

117. It is now for those who place credit in the above statement to consider how the *pergunnahs* *Mathela*, *Meerpoor*, *Mehurkee*, introduced into the Koran for the first time, it is said, by a new leaf in August 1843, found their way into a copy of the treaty prepared and registered in the month of April previously. The leaf said to have been extracted is produced by Shaik Ali Hoosein to the authorities, and it will be seen on examining it that the only alteration beyond that of substituting "*pergunnah*" for village, is that the words "*Bu Murzee*" were attempted to be altered into "*Mehurkee*." Major Lang's note, above cited, appended to the extracted leaf, mentions, that "in attempting to make '*Bu Murzee*' into '*Mehurkee*' the papers seem to have been 'spoilt.'" Confessedly but for the clumsiness of the first forgery, no second one would have been attempted, so that if Captain Pope had seen the Koran it would not have corresponded with the copy of the treaty then, as it is said, on the records of Government, and it is therefore obvious that inasmuch as this copy does not correspond with the alleged extracted leaf, but does entirely correspond with the new leaf, said to have been inserted in August subsequently, that is to say, with the Koran in its present state, either no alteration was made in August 1843 to deceive Captain Pope, or that its state when shown to him was the state in which it was on and previously to the 4th of April 1843, or that such alleged copy must have been made and recorded subsequently to the Koran being shown to Captain Pope.

118. The Commissioners, taking no notice of this, express their conviction that the copy of the treaty which they are satisfied was recorded on the 4th April 1843, corroborated Shaik Ali Hoosein's evidence in a "remarkable point, which Shaik Ali Hoosein did not himself notice, nor at first perceive the force of when questioned upon it, which is, that it bears the '*Mehurkee*' followed by *Khlood*, but without the intermediate '*Bu Murzee*,' and in this respect appeared to warrant the inference, that it was at that time intended to support the claim by interpolating the additional matter without resorting to the substitution of a fresh writing; for although the word *Mehurkee* does not appear in the extracted leaf, it is evident that an attempt was made to alter '*Bu Murzee*' into *Mehurkee*, and had this succeeded, *Meerpoor* might have been inserted before it, and the

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word Khood must of course have remained alone without 'Bu Murzee' preceding it, as it now appears in the Koran; either reading would make sense, but a slightly different sense."

119. Your memorialist has extracted the above observation, because the Commissioners fancy that they have discovered a remarkable corroboration of Shaik Ali Hoosein's statement, in the circumstance that the word 'Bu Murzee' has been omitted in the copy of the treaty said to have been recorded on the 4th of April 1843. Your memorialist does not wonder that the witness did not himself notice, or at first perceive, the force of this point when questioned about it, and your memorialist wholly disputes that it has any force at all. The copy of the treaty of the 4th April 1843 is, and has been shown to be, altogether spurious; and whether "Bu Murzee" was omitted by accident of the copyist or artfully, is wholly immaterial. The Commissioners are in error in supposing that the word "Bu Murzee" is not in the treaty in the Koran, and they greatly mistake in saying that if "Bu Murzee" had been successfully converted into "Meelurkee," the word Meerpoor could have been inserted before it, for the word "Bu Murzee" appears in the middle, not at the end of a line, and there could have been no room for the introduction of anything more. Moreover, "the inference" that the treaty in the Koran being altered about April 1843, instead of corroborating, is flatly opposed to the history given by the witness of the period and history of the supposed forgeries.

120. Your memorialist trusts that he has now satisfactorily shown to your honourable Court, by tests of the fairest and most conclusive nature, that the documents called copies of the treaty produced before the Commission are spurious, and prepared for the occasion; that no copy was recorded by Captain Brown immediately after the battle of Nownahur, and consequently that there never was on the records of the Sind government any copy or translation which your memorialist could have had any motive to steal, or could in fact have stolen. As this part of the direct evidence, however, is said to be confirmed by the theft of a box of Captain Brown's, containing Sind records, and as great reliance is placed on it by the Commissioners and the confirming authorities, your memorialist will show your honourable Court, by an independent examination of this part of the case, that it is as hollow and unsubstantial as the rest of the case against your memorialist.

121. Moonshee Towur Mull states,—“Before the battle of Meeanee, Colonel Outram and Captain Brown, together with the Moonshee Moyadeen, went down from Deejee-Ka-Kote in the steamer to Hyderabad, and when they got to the garden and alighted there, I heard from Meerza Daood, that Moonshee Moyadeen had lost the Persian and English copies of the treaty of Nownahur, which were on the records of Government. I went and told Captain Brown of this. He sent for Moonshee Moyadeen and asked him where the book containing copies of this kind was.”

122. Of course if there was even no Persian and English copies of the treaty on the records of Government at that time, this statement is a pure invention. But here again, if the Digest and Office Memorandum had been consulted, the exact day on which Captain Brown's box was stolen would have appeared, with the contents of it, so far at least as any official papers were concerned, the name of the person or persons suspected, and the punishment, if any, awarded. The theft of Captain Brown's box took place after the battle of Meeanee, and whilst the army was in the entrenched camp at Hyderabad, and about the end of March or beginning of April 1843. The box was one in which Captain Brown had shortly before kept a collection of coins and some very large emeralds and rubies belonging to the late Mr. Ross Bell, and Captain Brown, whilst at Sukkur, and before moving to Hyderabad, had on several occasions opened the box and shown the contents to his friends, and must have been seen doing so by his servants and others. Captain Brown was in the habit of keeping the box on his table, and the above circumstances satisfactorily explain a theft which has been turned to such useful account against your memorialist. Whether the valuables were in the box at the time it was stolen, your memorialist is unable to say, but doubtless there were many private and some official papers in it; but any official papers lost on the occasion could have been immediately traced by Captain Brown in the Diary and Office Memorandum, so as to enable him to send for duplicates or copies of them,

them, as may be inferred from the following letter, addressed by him to the Secretary to the Government of India with the Governor-general:—

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“No. 165 of 1847.”

“Sir,—I have the honour to request you will authorise duplicates of the replies to letters Nos. 1153 and 1195, dated 21st and 26th April 1842, addressed by the late Political Agent in Sind and Beloochistan, Colonel Outram, to T. H. Maddock, Esq., relating to disputes between Meer Ali Morad and Meer Nusseer Khan of Khyrpoor, being furnished me, as the originals are supposed to have been carried off in a box of records, stolen from my office at Hyderabad in 1843.

“Karrachee, 12th November 1847.”

123. The two letters so distinctly referred to by Captain Brown, and dated five months before the battle of Nownahur, are the only documents which it was necessary for him to obtain copies of from the Government of India; but it may be reasonably doubted whether Captain Brown was not writing somewhat loosely, four years after the theft, when he described the box stolen as a box of records, though it may have contained some; but the fact that Captain Brown had the above property of the late Mr. Bell in his charge, is, your memorialist believes, the origin of the theft.

124. When the army was in the entrenched camp, Mr. Maher, it is believed, was at Sukkur in charge of the records, and not at Hyderabad, and if so, his evidence is only hearsay. Mr. Surtees was with Captain Brown at the time of the theft, having accompanied him and Colonel Outram to Hyderabad, and remained with them from January 1843 to May inclusive, whilst Mr. Maher during all that period was, your memorialist believes, at Sukkur, where the Sind records were, except such few as Captain Brown might have brought with him to Hyderabad, or have had sent to him subsequently, and these were in charge of Mr. Surtees. But neither Moonshee Towur Mull nor Meerza Daood accompanied Colonel Outram and Captain Brown to Hyderabad, Moonshee Towur Mull being with Major Clibborn, and Meerza Daood being, as your memorialist believes, at that time at Ferozepore. He first came to Hyderabad in September 1843, with a recommendation to Captain Brown from Sir Richmond Shakespear, and was first employed by the Sind Government in the end of that year. Mr. Maher, in his evidence, dates Meerza Daood's employment even later, saying that it commenced in 1844. Moonshee Moyadeen, at the time Colonel Outram and Captain Brown arrived at Hyderabad, was actually in confinement on board the “Satellite” steamer under a guard, not for stealing or losing office records, but for corresponding with the enemy (*see* Sir C. Napier's letter to Colonel Outram, dated 4th February 1843; Colonel Outram's reply, 8th February 1843; and Colonel Outram's further letter, 12th February 1843, Supplementary Sind Blue Book, pages 25, 29, 37), and he was not released until after Meer Roostum Khan and other Ameers had been sent to Bombay, and, once released, was never afterwards confined or suspended from employment, as the Digest and Office Memorandum will show, and was never accused or suspected of having stolen Captain Brown's box or any office records. Mr. Maher's evidence on these points, besides being mere hearsay, is totally incorrect. But if the Commissioners considered the theft of the box as important evidence corroborating the statement of Shaik Ali Houssein and his confederates, it would have been only proper to have endeavoured to have ascertained, not by the loose statement of any person, but by an actual examination of the records themselves, whether any official paper really bearing on the Nownahur treaty had been stolen or not, and what records actually were missing. It appears plainly from the printed Sind papers relating to charges against your memorialist, pages 196 to 202 inclusive, that the correspondence from the 10th September 1842 to the 27th September 1842, between Captain Brown and Colonel Outram and the Ameers, was not lost. All the letters received during this period, including the letters said to have been written by your memorialist, and Meer Roostum, and Meer Nusseer Khan to Captain Brown on the very battle field of Nownahur, and Captain Brown's reply as well as the original drafts and translation, are all forthcoming, and any copy of the Nownahur treaty given by Shaik Ali Houssein on the 20th of September 1842 for record, must have been placed in its turn and number amongst these very papers, and have been kept with them in the same place at Sukkur.

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Sukkur. What reason had Captain Brown at that time for taking the Persian copy of the Nownahur treaty with him to Hyderabad, and keeping it separate from the other records of the period on his table in a box. At any rate, if he did so, its number on the file can be specified from those that remain. Further, Captain Brown's Digest from May to the 27th of September 1842 was not stolen, and is largely quoted by the Honourable Mr. Willoughby in the 3d paragraph of his minute. Your memorialist believes that when Colonel Outram was attacked by the Ameer at Hyderabad and the Residency plundered, some Persian but not any English records were lost along with the property of himself and the other officers there, but Moonshee Moyadeen had nothing to do with this, being then actually in confinement on board the steamer "Satellite" in the river; and your memorialist believes that the whole of the records for September 1842, both Persian and English, on the 16th of which month of September 1842 the battle of Nownahur was fought, are perfect.

125. Your memorialist believes, as already mentioned, that Mr. Maher was at Sukkur at the time of the theft, and therefore knows nothing about it of his own knowledge; but it is remarkable that, as he mentions that an English book, written by himself, endorsed "Secret," was amongst the papers in the box, that he should not be able to give a better account of its contents than he has done.

126. When asked by the Commissioners "what proceedings were adopted by Captain Brown on the loss of the box," Mr. Maher replied, "Every inquiry was made among the whole establishment, and suspicion fell on Moonshee Moyadeen, who was currently believed to have taken it. The moonshee was immediately suspended by Captain Brown; but as nothing could be proved against him, he was again employed for a short time, and then dismissed altogether."

127. Nothing can be more inaccurate than this statement. If the inquiry here referred to had been really made (but your memorialist, from what he has heard, believes that no inquiry at all was made, no office servant being in fact suspected of the theft), the written proceedings of the inquiry must be forthcoming, on the face of which it will appear, on whose statement and on what grounds suspicion fell on Moonshee Moyadeen, when he was suspended, when released from arrest, and the office memorandum will show the same thing; but your memorialist is confident that a reference to it will exhibit Mr. Maher's extreme inaccuracy. Moonshee Moyadeen was only once suspended; that occasion, and the reasons for it, have already been pointed out. He never was dismissed from Government employment. He was discharged at his own request, about the end of the year 1843, as his petition on the records and the office memorandum will testify.

128. Your memorialist now proceeds to examine the only really corroborative evidence adduced in support of the statement of Shaik Ali Hoosein and his confederates, in the course of the inquiry. These are the entry in Captain Brown's Digest, immediately following his description of the battle of Nownahur; the letters from Meer Roostum Khan and Meer Nusseer Khan to Captain Brown, written immediately after the battle; the letter said to have been received from your memorialist on the 18th September 1842; and the letter produced by the witness Meer Mahomed Hoosein, as having been written to him by your memorialist shortly after the battle, dated 24th September 1842.

129. With respect to the first of these, it appears from Captain Brown's Digest, that he received intelligence of the battle of Nownahur on the 16th of September 1842. The battle had been fought the day before, and the treaty was signed in the evening. The information of the particulars of the battle must have reached him by a cossid, and are detailed on the Digest, on the 16th of September 1842. A part of the statement is as follows:—

"Meer Roostum seeing the state of things" (that your memorialist had his opponents at his mercy), "sent his seal by his son, Meer Ali Murdon, to Ali Morad, with a *carte blanche* for any terms he might choose to dictate. Meer Ali Morad replied, that he came there to fight and to recover the lands and properties that Meer Roostum and Meer Moobaruk unjustly seized of him, when he

he was a boy. On the return of Meer Ali Murdon, Meer Roostum and Syed Ali Gohur, taking with them the Korah, proceeded to Meer Ali Morad's quarters to entreat him to cease fighting, and to withdraw. When my informant came away, Meer Roostum and Ali Gohur were still at Ali Morad's camp." Immediately below this is the following memorandum, said to have been added by Captain Brown, on the 20th September 1842 :—

"Meer Roostum Khan and Nusseer Khan have satisfied the claims of Meer Ali Morad Khan, by transferring to him nine villages, and hostilities have for the present been suspended; but from Meer Roostum's continuing to collect troops, and repair his guns, it is generally believed that he is temporising, and intends, when in sufficient strength, to meet Ali Morad in the field again." On what authority, on whose information Captain Brown made the above entry, does not appear; and it seems very improbable that it should not have been written earlier than the 20th September 1842, for, as printed, it is entered in the Digest from 13th to the 19th September 1842, whilst the Digest from the 20th to the 26th September contains an intervening entry of other matter before it records the visit of Shaik Ali Hoosseini to Captain Brown, to show him the treaty. One thing, however, seems clear, that Captain Brown did not receive his intelligence of the nature of the treaty from Shaik Ali Hoosseini, for it is recorded, together with some further intelligence, before any mention is made of that person's visit.

130. It would appear that Meer Nusseer Khan despatched a man, named Moola Mahomed, to Captain Brown, immediately after the battle of Nownahar, with a letter from Meer Nusseer Khan, and seemingly one from Meer Roostum Khan, and both of which are set out at page 200 of the "Scinde Papers relating to the charges preferred against Meer Ali Moorad."

131. These letters, it appears, were received by Captain Brown on the 18th September 1842. No part of Captain Brown's Digest, recording his interview with Moola Mahomed, is printed, and yet such an interview could not have taken place without a memorandum of it being made by Captain Brown; and, if Moola Mahomed had been Captain Brown's informant (that your memorialist had been satisfied with nine villages), it is only reasonable to suppose that that fact would have been mentioned, but the language of the entry entirely repels the presumption, that it is founded on his information, for it mentions, what no follower of Meer Roostum or Meer Nusseer Khan could have communicated to Captain Brown, namely, that Meer Roostum was continuing to collect troops and repair his guns, "from which it is generally believed that he is temporising, and intends, when in sufficient strength," &c. &c.

132. The entry, therefore, in Captain Brown's Digest is no more than the gossip of his own spies.

133. The two next documents are the letters from Nusseer Khan and Meer Roostum Khan to Captain Brown, the former received on the 17th September 1842, and the latter sent apparently by Moola Mahomed, and received on the 18th September 1842.

134. In the first of these letters, as translated by Captain Kennedy at the time it was received, the following is the only passage relating to the result of the battle, or the treaty :—"Meer Ali Morad has acted without respect of persons, and seeing that he was beyond all bounds, and had no regard for the usual etiquette, I was obliged to satisfy the hungry beggars with a morsel, and so put him off for the time." (Sind Papers relating to charges against your memorialist, page 198.)

135. If any reliance is to be placed upon the metaphorical expression thus employed, your memorialist would beg to point out, that it is very inconsistent that he should have been beyond all bounds in his demands, and should then have been contented with a "morsel."

136. The same passage in a subsequent translation made by Captain Harding, on the 31st October 1847, for the purpose of the Commission, is thus rendered :—"Meer Ali Morad became most arrogant, seeing that he had it all his own way, we found him hungry, therefore, satisfied him at the time with a mouthful. In future, however, it will not stand good."

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137. Meer Roostum's letter, translated also at different times, both by Captain Kennedy and Captain Harding, will be found at pages 73 and 200 of the Sind Papers, relating to the charges, &c. &c. The only passage relating to the treaty is thus rendered by Captain Kennedy:—

"The Meer" (Meer Ali Morad) "forgetful of all degrees of rank and kindness, commenced firing his guns and musketry, and I went up to him for the purpose of settling the matter in the best manner possible, by offering recompense, &c., when there were found to be ten or twelve killed, and eight or ten wounded."

138. The same passage is thus translated by Captain Harding:—"Meer Ali Morad, forgetting all ties, contrary to all custom, commenced firing upon us, and before I could reach him ten or twelve persons had been killed, and as many wounded. I approached the Meer, and, in order to obtain peace, consented to make over to him some villages for the time being."

139. Of course Meer Roostum Khan and Nusseer Khan, in communicating the result of the battle to Captain Brown, would not like to make the humiliating confession, that they had been entirely defeated by your memorialist, and were wholly at his mercy.

140. From these letters no one would discover, except in the above passages, that they had met with any reverse at all; and the result of the battle and concessions made to your memorialist are of course wrapped up in the vaguest language, as little humbling to the pride of the writers as it was possible to make such a communication.

141. But from the information which reached Captain Brown immediately after the battle, and which he has recorded in his Digest of the 16th September 1842, it will be seen that your memorialist was able to dictate such terms of peace as he pleased, and it is not very credible that he would have been satisfied with nine villages, considering that he had for years previously been disputing with Meer Nusseer Khan, and his father, Meer Moobaruk Khan, before him, respecting the large share of your memorialist's patrimony, which they had appropriated to themselves during his minority, and of which, excepting the five villages recovered through Mr. Ross Bell, Meer Roostum Khan, and Meer Nusseer Khan, were then in possession.

142. Captain Pope, in his letter, dated Sukkur, 24 October 1843, to the Government of India, speaking of this treaty, says, "The balance of testimony, however, as well as the universal voice of the country, is decidedly against its having been sealed voluntarily by Nusseer Khan. He appears to have been seated sullenly on the ground some 10 or 12 paces from the rest of the chiefs. On being applied to for his seal, he is stated to have said that he had it not with him: The ex-Ameer, Roostum Khan, then went up to him; and after trying all in his power to reconcile him to what he said was inevitable, put his hands in his nephew's waistband, from which he drew the seal, and applied it to the deed. His Highness (your memorialist) never appears to have obtained possession of the places thus ceded, till the whole country came temporarily in his possession in January 1843."

"His Highness has frequently and fully admitted in conversation with me, that the cession was not willingly made. I give his Highness's exact words, 'Curka cee,' he said; i.e., that it was a conquered country, or one that he had won in war."

143. This is the information Captain Pope had collected regarding the making and sealing of the treaty; and your honourable Court will consider whether, as Meer Roostum Khan, then the rais of the country, and who had not personally been in danger during the battle, but who interfered to protect Meer Nusseer Khan, confessedly made over seven villages of his own to your memorialist. Meer Nusseer Khan should have been called upon to surrender, and your memorialist should have been willing to accept two villages from him, only producing an annual income of about 4,000 rupees, he being the person whose conduct in burning your memorialist's villages had brought on the action, and with whom your memorialist was chiefly at feud, and whether there would have been the difficulty mentioned by Captain Pope of obtaining Meer Nusseer Khan's consent.

consent to a paltry cession of two villages, and which, at the very moment of making it, neither he nor Meer Roostum Khan intended to abide by Captain Pope's letter, is of additional value in this respect, that whilst he gives the universal voice of "the country" on the subject of the treaty, which is represented to be against it as a voluntary document, it is evident that not one of the many with whom Captain Pope had conferred, and whose information had entitled him thus to speak, had suggested to him that the treaty had been altered since it was entered into, or that your memorialist was claiming under it what had never been made over to him. Surely he cannot adduce a more powerful fact in proof that not the village, but the pergunnah, of Mathela, comprising the three tuppas, had been made over by the treaty, and that "the universal voice of the country" was to that effect; in opposition to which the vague expression in the letters of Meer Roostum and Meer Nusseer Khan to Captain Brown above quoted, are as waste paper.

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144. The Commissioners further rely on a letter from your memorialist, in the handwriting of Moonshee Bushurat Ali, and which, Shaik Ali Hoosein says, was written in his presence on the field of Nownahur, in reply to a letter received by Captain Brown on the 18th of September 1842; and on this letter, and the reply made by your memorialist to a question put to him by the Commissioners regarding it, the latter have passed some very harsh and unjustifiable remarks, and have committed apparently a very extraordinary mistake. The Commissioners state that your memorialist has thrown "all the doubts that he could on his letter" (meaning the above). Now if your memorialist's reply to their inquiry be referred to, it will be seen that he has merely said, as is the truth, that the copy was not on *his* records; but although he had no recollection of the letter, he did not repudiate it; and, on the contrary, expressly confirmed its contents, saying, "I did not therefore think it necessary to send particulars of the villages and pergunnahs to that officer (Captain Brown), but was contented to inform him, that the Koran, containing the treaty, would be afterwards sent for his inspection, when he would become aware of what was contained in it."

145. But the letter was written by Shaik Ali Hoosein's order, and may not have been seen by your memorialist; your memorialist would naturally put his seal to any letter prepared or advised by Shaik Ali Hoosein without examining very closely into its contents, and the reasonable explanation of its language is, that, as Captain Brown's letter of remonstrance arrived whilst the treaty was under discussion, and was replied to immediately, either the treaty may not have been finally concluded at the time the reply was despatched, or Shaik Ali Hoosein may have thought it prudent not to break all at once to Captain Brown, the extent of the cession actually made.

146. The Commissioners have charged your memorialist with antedating a draft letter written by him to Captain Brown, and evidently, and on the face of it, written in reply to one addressed to him by Captain Brown after the latter had received news of the battle of Nownahur. It is manifest, on the face of it, that this letter was not addressed to Captain Brown on the day of the fight, the 9th Shaban; and therefore when your memorialist presented it to the Commissioner as such, he did so on the information of his own people. It cannot be supposed that your memorialist is his own karbary and vakeel, that he searched his records with his own hands, or that he examined all the papers with his own eyes. Had he done so, or had he even read the draft letter, he could hardly have committed the gross blunder of presenting it to the Commissioners as having been written on the day of the battle, nor could there indeed be any object in attempting deceit on such a point. Your memorialist wholly denies all knowledge of when or by whom the date of the 9th Shaban was written on it.

147. With respect to the three letters produced by the witness Meer Mahomed Hoosein as having been received by him from his father, Meer Roostum Khan, his cousin Meer Nusseer, and his uncle, your memorialist, immediately after the battle of Nownahur, and which the Commission say are conclusive evidence, in corroboration of Sheikh Ali Hoosein's statement as to the original extent of the cession; your memorialist is rejoiced to think that they have been produced before the Commission, for he confidently asserts that they are manifestly spurious documents, and that, submitted to any of the local officers in Sind, they would be pronounced to be so.

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First. With respect to the supposed letter from your memorialist to Meer Mahomed Hoossein, dated the 24th September 1842.

This letter your memorialist asserts to bear on its face the proofs of undoubted forgery, which the forgers seem to have been anxious to accumulate, supposing, apparently, that they would be mistaken by the English Commissioners for proofs of authenticity.

* (mandates).

The word "Bahalust" (it is confirmed) on the face of the letter is contrary to all usage and courtesy. The Ameers only put this word on grants or agreements. The word is seldom put even on purwanahs, but it never was used in a letter even to an inferior, and would be esteemed a gross insult to an equal, which your memorialist would scarcely be inclined to offer to Mahomed Hoossein in a letter, soliciting his assistance against Nusseer Khan, and begging his good offices with Meer Roostum Khan. There are hundreds of letters on the Sind Records from the Ameers, and your memorialist confidently affirms that not one can be produced in which the word "Bahalust" appears.

The envelope, besides having the seal thereon as usual, has the words, "The writer, Meer Ali Morad Khan Talpoor, from Degee-Ka-Kote, 18th Shaban 1258;" a writing somewhat of this nature would have been, and in accordance with custom, if there had been no seal on the envelope. But it is contrary to all usage to write anything of the kind when the writer's seal has been stamped outside the letter; and had there been no seal, your memorialist's name would not have been mentioned as "the writer" of the letter, but as that of the person by whom the letter was despatched.

The body of the letter is, and the memorandum on the envelope appears to be, in the handwriting of Shaik Ali Hoossein, and the address is in that of another person, which is very unusual, and would be most unlikely to occur in a real transaction. The envelope is much older than the letter, which indeed is too new for its date, and the paper of the envelope is of a different kind from the paper of the letter. From all these circumstances it is quite evident that the envelope is of a letter of a remote date, which may have been written to Meer Mahomed Hoossein, and the letter has been written recently, and put into the old envelope for the present purpose.

• medium.

148. All these objections were pointed out by your memorialist to the Commissioners; objections which in themselves were quite sufficient to throw doubts on the best of proofs; and, although there are in the service of the British Government, in the Shikarpoor, Hyderabad, and Kurrachee Collectories, the ablest and most intelligent of the Ameer's servants, through whose evidence* the importance of these objections could have at once been tried, yet the Commission, on the face of these facts, which were shown to them, contented themselves with asking Meer Mahomed Hoossein and Shaik Ali Hoossein a very few questions on these points, and they were not very likely to admit that there could be doubts respecting letters which, if not genuine, must have been concocted by themselves in concert.

149. The next letter purports to be from Meer Nusseer Khan to Meer Mahomed Hoossein, and that your memorialist also denounces as an evident forgery.

150. The Ameers of Sind have never been in the habit of sealing their letters; the seal was always on the envelope; this letter has the seal at the end; the Government records are filled with letters from the Ameers, from which it will be seen that it is quite contrary to usage to affix the seal at the end of the body of the letter. But further, it is quite evident, on looking at this letter, that the seal was on the paper before the letter was written. The seal interferes with, and is actually affixed before the concluding words, namely, "moreover may the days of your happiness always be prosperous."

• objections.

151. Either of these would be sufficient to throw discredit on a document not otherwise open to suspicion, but both taken together completely falsify it. When Sir Charles Napier was at Hyderabad, after the battle of Meeanee, he heard that there were a great number of blank papers bearing the seals of the different Ameers in the possession of their officers, which were kept by them either with or without the permission of their masters. Sir Charles ordered the Collector and Magistrate to get possession of them and destroy them, and a great number of these papers were destroyed on that occasion; and in like manner at Kyrpoor, when

the Ameers left a great many blank papers with the impression of Ameers' seals on them, remained in the possession of their servants. These were very common, and called *Alakah* (blank), and the Commissioners themselves speak "of the incautious use which appears to have been made of seals by the Ameers." This pretended letter of Meer Nussur Khan to the witness was clearly, in origin, a blank sealed paper which Shaik Ali Hoosein could easily have obtained, and on it have directed some one to write the letter, and the writer not being able to bring the conclusion of the letter within the impression of the seal, was obliged to conclude below, and then, to hide the blunder and give plausibility to it, he added another line, saying,—accept the compliments of so and so,—naming five other minor Ameers, as if they had all been sitting together, whereas each of them had his separate jaghires and establishment, and lived separately from the others.

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152. Why these letters were not subjected by the Commission to some test; why, not sent to the Hyderabad Collector to inquire from some of the many Jagheerdars and Ameers, who are living under that Collectorate, whether the Ameers ever addressed letters to one another with the word "Bahalust" on them, or with their seals affixed at the end of the letter itself, your memorialist is unable to say. He points to it however as an additional proof of the extremely superficial manner in which the Commission have investigated the case. With respect to the third letter produced by Meer Mahomed Hoosein, as written to him by his father, Meer Roostum Khan, on the — September 1842, nothing could of course be more easy than for the witness to take the envelope of an old letter addressed to him by his father, and to put into it whatever he chose to have considered as the nature of the communication made to him, and then produce it before the Commissioners; and if the witness produced even one false document to the Commissioners, whereas, in truth, he gave in two manifestly forged letters, no credit can be attached to the third, which his relationship to the writer would give him peculiar facility in manufacturing.

^ after the battle of Nownahur.

^ that fact would be fatal to any others.

153. This witness, Meer Mahomed Hoosein, whom your memorialist conceives he has shown to be as devoid of principle as any of those who appeared before the Commission, is commended by the Commissioners for the straightforward manner in which his evidence was given, whilst the Honourable Mr. Willoughby, in the 54th para. of his minute on the case, seemed to think himself justified in saying, that "the documents he (Meer Mahomed Hoosein) produced are of themselves sufficient to satisfy the most sceptical!"

154. But, shutting their eyes to all antecedent circumstances in the history of Sind, from the time of the battle of Nownahur up to the commencement of the war, the Commissioners wholly forget to inquire whether this witness, the son of Meer Roostum, was not in Sir C. Napier's camp at Sukkur in December 1842, or with Colonel Outram at Khyrpoor in January 1843, when the Ameers or their Vakeels had been summoned to show their claims to territory, and to discuss their right to compensation. This witness, deeply interested in all that was going on, could not have been ignorant that Shaik Ali Hoosein, on behalf of your memorialist, claimed the whole of the pergunnah of Mathela, both under the Nownahur and the Turban treaties; and it is altogether preposterous to suppose that, petitioning the British Government as the witness repeatedly did, he would not long since have exposed the forgery your memorialist is said to have been guilty of; and if he had really possessed them, have produced the letters he laid before the Commissioners in corroboration of his assertion.

155. Your memorialist has now examined all the principal facts supposed to have been proved before the Commissioners, and to establish that he had committed a forgery in the treaty of Nownahur. He has dealt with the case on broad grounds, and he has shown your Honourable Court that the Commission have, in fact, made no investigation whatever into the fraud imputed to your memorialist.

^ Your Memorialist first quarrelled with Shaik Ali Hoosein at Hyderabad, in June 1843. This quarrel was patched up for a few months, and broke out again early in the year 1844; and in the beginning of the year 1845, when Sir Charles Napier returned from the Hill campaign, your memorialist drove him with ignominy from his own territories, for embezzlement and other gross breaches of trust, and a very few days afterwards treated Peer Ali Gohur in a similar manner and for the like offences. Previous to this, Shaik Ali Hoosein had been your memorialist's confidential servant and adviser, and was in possession of blank sheets and envelopes, with your memorialist's seal on it.

156 They have contented themselves with simply

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recording the statements of a few persons of the most worthless character, and the papers produced by these same persons, dealing with the latter as independent and corroborative proofs.

157. The Commissioners have not attempted to analyse the case, to test it by reference to the Government records or the history of Sind during the period of the supposed forgery. They have consequently accepted as trustworthy, evidence which the public records will show to be wholly false; and it is manifest on the face of the report, that it never occurred to the Commissioners to adopt the ordinary means available to their hands of probing the extraordinary tale revealed to them; and if it be adverted to in detail, no more incredible story was ever presented to the world than that sworn to against your memorialist. No possible motive can be assigned for his committing a forgery after the Turban treaty had been sealed, making over the districts mentioned in the supposed forgery to your memorialist. That treaty was agreed upon, if not actually sealed, before Sir C. Napier's proclamation could have been known at Dejee-Ka-Kote, probably before that proclamation had been actually issued. Again, that proclamation did not affect the districts in question, and therefore though universally assigned as the motive for the forgery, could have furnished no motive for it whatever, and these facts are overlooked by the Commission. Then, would anybody but a madman have entertained the idea, that it would be possible to make a most substantial alteration in a treaty changing the cession of a village into the cession of a purgunnah without being detected, and the forgery denounced to the British authorities by all the chiefs who were present at the battle when the treaty was signed? Is it within the compass of possibility that it should have been left for British Commissioners sitting in 1850 to establish for the first time the fact, that such a forgery had been committed? But if the forgery had in fact been committed, would the leaf on which it was so clumsily perpetrated, and which it was necessary to take out, have been preserved? Would the corresponding leaf on which it is said Peer Ali Gohur began to practice writing, have been kept also? Would this latter leaf, if it really had come out of the Koran, have been produced and mentioned for the first time before the Commission, whilst the former leaf had been given to Sir C. Napier in 1847, and had ever since remained in the possession of the British Government, (which circumstance, and not any "rubbing," will explain why the two leaves did not correspond in size), and if Shaik Ali Hoossein and Peer Ali Gohur had in truth had these important papers, is it probable that your memorialist would have driven them ignominiously from his dominions, and have placed it in their power to carry these proofs to the British Government? But your Honourable Court must perceive, that Shaik Ali Hoossein as your memorialist's confidential minister, had his seal and all his papers in his charge. Where then is the stolen copy of the Nownahur treaty, originally given to Captain Brown to record? Where the book and other records referred to in Mr. Maher's deposition as having been in Captain Brown's box? If any such papers had been really stolen for your memorialist, they would have been in Shaik Ali Hoossein's possession along with your memorialist's other papers. Why are they not produced, or why is their absence not explained? If the two leaves out of the Koran were not destroyed, your Honourable Court will at least think it reasonable, that the original copy of the treaty and some of the other stolen papers should have been preserved also; but the Commissioners do not appear to have been struck with the circumstance that your memorialist's confidential minister should have been able to produce the leaf from the Koran on which the forgery was originally committed, and yet should not have kept the stolen copy of the treaty, or have been able to produce any of the other stolen records. But without going further into the details of this case, which the more they are examined, are the more incredible, it is a remarkable feature in the late inquiry, and which cannot fail to strike your Honourable Court that nothing seems to have been too monstrous for belief, and that the Commissioners appear to have been satisfied with any explanation given them, and therefore to have stopped short in their cross-examination. Several instances occur in which an inconsistency, or palpable falsehood in a witness's evidence was pointed out to him, and however clumsily or confusedly evaded or explained, the questioning on the subject immediately ceased. But in fact the evidence was collected by a Commission, well prepared beforehand to believe that your memorialist had committed

mitted the forgery imputed to him. The long prevalence of a rumour in Sind to this effect originated and industriously spread about by Shaik Ali Hoossein, had *actually** operated most injuriously against your memorialist. It is repeatedly adverted to by the Sind authorities as proof almost in itself, and it no doubt had done its evil work on the minds of the Commissioners. Indeed, the Chief Commissioner, Mr. Pringle, had already recorded his conviction of your memorialist's guilt in his memorandum of the 29th December 1849, drawn up for submission to the Governor-general, and had proposed that the conclusion he had arrived at should be acted upon as an ascertained fact. This gentleman had, therefore, before the inquiry commenced, committed himself to a proposition which it is not in human nature to suppose he would readily admit, had very nearly, and in a most important matter, misled the British Government.

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* naturally.

158. Your memorialist, however, confidently asserts before your Honourable Court, that what the Honourable Mr. Willoughby speaks of as a possible case, namely, that the witnesses may have conspired to get up this charge against him (your memorialist) he has established to be the true case; that it bears on its face indubitable marks of manufacture, and which all the Sind records, all the public events in Sind tend decisively to establish, and your memorialist firmly believes that if the members of the Commission and the confirming authorities had had their attention attracted to the proofs and circumstances herein referred to, they never would have arrived at the conclusion they have recorded of your memorialist's guilt. But what has been the result? The accomplices in this foul charge, influenced to act in concert with the double motive of ruining your memorialist, and largely profiting themselves, have been honoured and rewarded.

159. Meer Mahomed Hoossein, hitherto forbidden to live in Sind, is recommended by the Commissioner, Mr. Pringle on the 13th of May 1850 (just five days after the closing of the Commission) for a pension of 1,000 rupees per mensem, which is accordingly granted to him, with permission to reside in Sind, and he has since been promised a jaghire.

160. Shaik Ali Hoossein, who gave out and fully believed that he would receive, and who presented many petitions to have conferred on him one-fourth of the country taken from your memorialist, was granted a pension of 200 rupees per mensem, and if he had lived, would probably have received higher reward.

See also Moon-
shee Zokiram's
stipulation for one-
fourth part of the
property to be
recovered, page 69,
Sind Papers,
charge against
your memorialist.

161. Peer Ali Gohur, Towur Mull and Moonshee Zokiram, your memorialist has heard, and he believes that ample evidence is forthcoming of the fact, had been promised by Shaik Ali Hoossein a share in the large reward he fully expected to receive. Peer Ali Gohur's stipulation for reward will be found also at page 69, Sind Papers, relating to the charge preferred against your memorialist. Peer Ali Gohur died almost immediately after giving his evidence, but Towur Mull and Zokiram, both convicted felons, working on the roads at the time of the inquiry, and brought from gaol to give their evidence, had the remainder of their respective sentences remitted to them, and received a reward each of 1,000 rupees.

162. It cannot be supposed that these persons gave their evidence under any other impression than that if they could succeed in convicting your memorialist of forgery they would be largely rewarded, even if they did not get all they had stipulated for; and when this circumstance is coupled with the enmity they confessedly bore towards your memorialist, and their unprincipled characters, was it not, your memorialist would ask, a mere mockery to collect their statements and take their papers, and then close the inquiry, saying, that your memorialist's guilt had been proved?

163. Your memorialist abstains from adding to this long memorial an examination of the lengthened and elaborate minute of the Honourable Mr. Willoughby, which seems to have been made the foundation of the heavy punishment the British Government have inflicted on your memorialist, but he takes leave to assert before your Honourable Court, that this minute is full of the *greatest** errors of facts, opposed to well known public events, and unsustained in its most material allegations by any trustworthy information whatever. The character of the whole minute indeed may be gleaned from the long string of the assertions which the honourable gentleman seems to mistake for a review of the evidence in the

* gravest.

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present case. There is no attempt on Mr. Willoughby's part to analyse this evidence, or test its probability, but a narrative of great length is drawn out, in which the Honourable Member of Council introduces just such documents or statements as he thinks proper, without bestowing any consideration on their value or trustworthiness and without any regard to evidence of an opposite nature; a paper so drawn up is palpably deceptive, manifestly unjust to your memorialist, and no safe guide to the authorities.

164. But one part of the Honourable Mr. Willoughby's minute your memorialist must advert to, because whilst his doing so will remove another serious stain cast on him by that gentleman, it will, at the same time, exhibit another gross attempt of Shaik Ali Hoossein and Peer Ali Gohur to deceive the British Government by a forgery, in order still further to heap odium on your memorialist.

165. The matter referred to is a treaty supposed to have been entered into by your memorialist with Meer Roostum on the 19th December 1842, whereby your memorialist engaged, in consideration of Meer Roostum abdicating the Turban in his favour, to make over to the sons of Meer Roostum and the sons of Meer Moobaruk Khan their respective jaghires, and to provide a maintenance for Meer Roostum himself.

166. The existence of this treaty and the evidence of it, are related in paragraphs 89 to 100, inclusive, of the Honourable Mr. Willoughby's minute; and the 99th paragraph gives that gentleman's conclusion on the evidence.

"From the above it will be observed that the proof of this atrocious fraud, the interception in the first instance, and the suppression afterwards of the private treaty between Meers Roostum and Ali Morad, chiefly depends on the evidence of the same two persons who proved the Nownahur forgery. But it is supported most materially by the independent testimony of the soobahdar of police, against whom no charge of enmity against Ali Morad exists. It is further corroborated by the strong presumption which exists in favour of the truth of the story, from the absence of all mention in the treaty which Ali Morad has produced, of the maintenance of which it is admitted he engaged when the Turban was ceded, to provide for Meer Roostum and his family. It may also be observed, that if the present charge originates in a conspiracy against his Highness by his ex-minister and the Peer, why should the former have gone through the farce of sending to Mooltan for the papers? Why should they have not fabricated the letter from Meer Roostum and the private treaty on the spot, and supported them by producing (which would have been easy) false evidence to prove that these documents were intercepted by Meer Ali Morad. Although, therefore, as I have already stated, I regret that the Commissioners' inquiry was not extended to this additional charge, I see no reason for discrediting the evidence obtained by Mr. Pringle, and coupled with the facts proved in regard to the Nownahur treaty, and referring to the impudent attempt of Ali Morad to bribe Lieutenants Younghusband and Farrington, I have no hesitation in recording my belief that the documents produced by Sheik Ali Hoossein are genuine, and the charge of having fraudulently imposed on Sir C. Napier, and depriving Meer Roostum and his sons of their paternal estates, is fully proved."

167. Your memorialist begs to give a flat denial to the assertion of his having attempted to bribe Lieutenants Younghusband and Farrington; a charge, however, which had nothing whatever to do with the particular subject then under Mr. Willoughby's consideration, namely, the genuineness of the alleged treaty of the 19th December 1842. But looking to the evidence which that gentleman had before him, it is remarkable that he should have passed over some of the most obvious considerations which would naturally suggest themselves to a far less experienced person engaged in the examination of the genuineness of the document. This treaty was first heard of in 1847, and was then produced by Shaik Ali Hoossein to Major Goldney, and forwarded by him to Captain Brown.

168. When Major Outram visited Meer Roostum Khan at his camp in January, 1843, and during the several interviews that took place between the same officer and Meer Roostum, and Nusseer Khan, and their sons, at Hyderabad in February following, no such treaty was ever mentioned as in existence.

See Colonel
Outram's letter to
Sir C. Napier,
dated Deja, 17 Ja-
nuary 1843, p. 10.
Supp. Sind Blue
Book.

169. About

169. About six of the sons of Meer Roostum and Meer Muobaruk (who by this alleged treaty were to have their lands back again) were living at Khyrpoor during the years 1844, 1845, 1846, 1847, and thence up to the present time, and although they were repeatedly petitioning the British Government, they never once stated that any such treaty had been entered into, and it is most important to bear in mind (though the Honourable Mr. Willoughby could not be supposed to know that fact) that Peer Ali Gohur, the writer of the pretended treaty, and who states that he had the draft of it with him, and 'Sheik Ali Hoossein, who produced the original to Major Goldney, were the advisers of the above Ameers in their complaints against your memorialist, and in their petitions for maintenance to the British Government. The witness, Meer Mahomed Hoossein, also the son of Meer Roostum and an exile from Sind, never adverted to any such treaty in his petitions.

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170. Meer Roostum Khan and Meer Nusseer Khan, in their numerous letters, written in Bombay and at Sassoor, to the Government, make no allusion to any such treaty.

171. The first stipulation of the alleged treaty is thus translated :

"1st. That the country north of Roree, according to the proclamation, belongs to the British."

172. This does not startle the Honourable Mr. Willoughby, nor excite even his attention.

173. Can it be for one moment supposed that such a sentence should find its way into a treaty, entered into by your memorialist with Meer Roostum Khan, expressly as the condition on which the latter was to resign the Turban or right of sovereignty over this very same country to your memorialist?

174. But the proclamation, as before pointed out, did not confiscate the country north of Roree, and further, as it was dated the 18th December 1842, even supposing it to have been issued during that day, which it is scarcely possible it should have been, considering that there were about 40 or 50 copies to be made first, could not have been known at Deejee-Ka-Kote on the following day, so as to be the first article of the pretended treaty of the 19th December 1842.

175. In the next place, the alleged treaty is in a loose piece of paper, which is a thing unknown in Sind. Such a treaty, if it had been entered into, must, according to all usage, have been written in a Koran, like the Nownahur and Turban treaties, and every other treaty or private agreement ever made between the Ameers in Sind. No instance of a confessedly genuine treaty on a separate piece of paper can be referred to.

176. But the paper itself is manifestly an envelope with a blank seal on it. The corners are rounded, as is usual with the Sind envelopes, and the seal is placed just where it should be on an envelope, and as the pretended treaty is written the seal is brought into quite the wrong place, and the paper bears old marks of folding, in a manner which would show it to be, and to bring the seal exactly where it should come, as an envelope. Folded lengthwise and across the old fold-marks, makes it a letter with the seal inside, and in that manner it was originally forwarded by Major Goldney to Captain Brown in 1847, to whom it was immediately pointed out that the so-called treaty was evidently an old envelope with a blank seal on it, and Captain Brown must have made an entry to this effect in his Digest, if it were referred to, and the alleged treaty never was, from that time, regarded as authentic.

177. It may appear to over labour this subject to say more on it, but both Sabi Ali and Zokiram depose, that this treaty was sent by Meer Roostum by a cossid to Sir Charles Napier. Every person in Sind will know that this was not the mode adopted by the Ameers of communicating with the British authorities. All letters were sent by confidential vakeels, and it would have been considered highly discourteous, if not a positive insult, to send a letter to the chief authority in Sind by a cossid. But the original document, and not a copy, is said to

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have been entrusted to a messenger of this description. A statement which requires no comment.

178. Adverting once more to the Nownahur treaty, your memorialist, in the early part of this memorial, has denied that, to his knowledge or belief, the treaty ever was altered from what it originally was, and to this statement he fully adheres; but he purposely adds the above qualification, because it is quite within the compass of possibility, and in harmony with the character of Sheik Ali Hoossein, and the common occurrences at the courts of Oriental princes, that when that person saw that his connexion with your memorialist must soon terminate, he may have determined to arm himself with and have planned with Peer Ali Gohur, the means of preserving a hold over, and, if necessary, of revenging himself on his former sovereign and master. Your memorialist has just pointed out one clear and manifest forgery, which has deceived the Honourable Mr. Willoughby, but no one else; and if the charge against your memorialist is, as he has shown, the result of a foul conspiracy, the foundation of that conspiracy may have been laid whilst Sheik Ali Hoossein was in your memorialist's service, and had access to all his papers and documents. It may well be understood by your Honourable Court, that, according to the habits of an Oriental court, your memorialist would not know or recollect the language and minor details of the various documents prepared by his orders, or advised and submitted to him by his confidential servants. Their language is not his language; nor, in the due course of things, would it happen that, so long as they enjoyed his confidence, he would give much personal attention to the details of correspondence, or even of treaties. It is, therefore, quite possible that the Nownahur treaty, as originally framed, mentioned the pergunnah of Mathela only; and the letter written for your memorialist by Shaik Ali Hoossein, addressed to Sir C. Napier, and received by his Excellency on the 24th January 1843, appears to corroborate this impression; and if the pergunnah of Mathela only appeared in the original treaty, there never could have been any necessity to add to the language of the treaty, as that letter itself shows; whilst, on the other hand, if prior to writing that letter it had been felt by your memorialist's advisers (as the whole case brought against him assumes), that it was necessary to import the words Meerpore and Mehurkee into the treaty; and if an alteration had been attempted for this purpose in December 1842, it would have been equally necessary to mention these districts in the letter itself; and it may safely be said, that they would have been mentioned in that document. Now when Shaik Ali Hoossein had all your memorialist's duffurs in his charge, it is certainly possible that laying a plan for the future control of your memorialist, he may have extracted the leaf produced by him, and may have substituted another with the three tuppas comprised in the district of Mathela distinctly named; and to give a colour to this, that he may have purposely made an erasure in the word "Bu Murzee," and a clumsy attempt to alter it into Mehurkee, there being in truth, and in fact, no necessity nor motive for the alteration beyond what may have influenced him; and it is a remarkable circumstance, that in the copy treaty produced by Towur Mull and which he represents to be a copy made two days after the original treaty was signed, that the word "deh" or village, seems to have been originally written "pergunnah." The Commissioners make the following remark on it:—

"This copy also contains 'the village Mathela,' instead of 'the pergunnah Mathela, Meerpoor, Mehurkee;' but there is an apparent erasure where the words 'the village Mathela' occur, and it has much the appearance of having been written originally 'pergunnah Mathela,' and afterwards altered into 'deh Mathela,' 'or the village of Mathela.'"

Sind Papers,
charge against
Ali Morad, p. 211.

* When.

179. Where* Towur Mull obtained this copy, your memorialist is unable to say; but it may have been (on the hypothesis above adverted to) a true copy of the treaty as originally drawn up, and now, by erasure, turned to account against your memorialist.

180. Lastly, your memorialist understands that there is now on the records of the Bombay Government a statement said to have been made by Shaik Ali Hoossein on his death-bed in Bombay, in which that person confessed that the charge

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charge he had preferred against your memorialist was altogether false, and that he had begun to plan the case with Peer Ali Gohur in 1841.

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181. They were both expelled from your memorialist's territory in the early part of the year 1845.

182. One other document now remains for your memorialist to notice. It is a paper headed "No. 30, Recollections," was drawn up by Lieutenant-general Sir Charles Napier at Simla on the 21st September 1849, and forwarded to Mr. Pringle (*see Sind Papers relating to the charge preferred against your memorialist, pages 60 and 61*).

183. The second para. of this paper is as follows:—

"When I gave Ali Morad what he claimed (*viz.* Meerpore Martella, I think) as having been made over to him in the Koran by Meer Roostum, I was pretty well aware that he had no right to the district, which was rich, and that he had only a right to the village, which was an affair, as he told me himself, on the march to Emamghur, trifling in amount. He told me it was 'too small to take over' well. When we came afterwards to settle our accounts and boundaries, he claimed the district, worth some 40,000 rupees annually. He produced the Koran, and in a leaf of it was written that this district he received on the field of battle (I forget the name, but it was fought near Roree in the end of 1842). I was aware of the trick he was playing but had no proof. I, however, was on the look-out, and just before I left Kurrachee, I discovered the forgery he had committed, and made over the proofs to Mr. Pringle, or at least I gave them to Captain Brown, Secretary."

184. It will be clear to your Honourable Court, that his Excellency's recollection had quite deceived him. How would it be possible for your memorialist, on the one hand, to be claiming a rich district, and then to be acknowledging to the chief authority in Sind that he was only entitled to a village, and how again, making such assertion, could your memorialist have produced the Koran, with the district ceded to him instead of the village; and what difficulty could his Excellency have felt, from want of proof, in refusing your memorialist's claim after his admission, that he was only entitled to "a village"? But again, if Sir Charles Napier's memory had been accurate on this point, he had proof ready at hand by asking the other Ameers—the most natural persons to apply to to learn what they had ceded. The march to Emamghur, referred to by his Excellency, was in the early part of January 1843. Major Outram joined his Excellency there, and then went to Khyrpoor to meet the other Ameers and their vakeels, and addressed therefrom the two letters to Sir Charles Napier before quoted. But the whole of the public correspondence clearly establishes that, at this period, not a whisper of a forgery had arisen on any side.

185. But the sixth para. of his Excellency Sir Charles Napier's Recollections is more accurate, a part of which is as follows:—

"The territorial exchange was prevented by the simple fact that I could execute it but under treaty; either Government did not approve of the treaty, and meant to alter it, which would have produced inevitable confusion and interminable trouble, or else the Government approved, and were called upon to sign it. Why this was not done is for Sir Frederick Currie to say. The whole delay lays at his door, and Lord Hardinge told me at Lahore, that he had no objection to the treaty, and had ordered it. All is Sir Frederick Currie's fault, I believe. I think Ali Morad has been ill-used by the Government, and faith broken with him in regard to the forts. He gave up Shahgur, &c. at Lord Ellenborough's command to the Jussulmere man with a positive and distinct promise of payment, which was never fulfilled. If he tried to cheat us, we did cheat him."

186. For the forts of Shahghur, Sirdarghur, and Gurseya, and the lands attached thereto, your memorialist was promised a money compensation of 4,17,000 rupees. It was at the same time arranged, that, besides this sum land should be made over to your memorialist by Government* of a value, exceeding it by one-third. No part of this compensation, either in land or money,

* The Jessalmere
Rajah.

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has ever been given to your memorialist (*see* the Memorandum prepared in the Foreign Office of the Government of India; Sind Papers relating to the charge preferred against your memorialist, pages 126, 127).

187. Again, your memorialist was never put into possession of or compensated for the 9-28th share of Shikarpore, mentioned in the first article of the draft treaty referred to in the sixth paragraph of Sir Charles Napier's Recollections, and which was never confiscated, and yet has always been in the possession of the British Government; the value of this share being 1,03,000 rupees annually. In like manner your memorialist's own hereditary share of Shikarpore of the annual value of 28,350 rupees, (*see* Table, at page 445, Sind Blue Book) has never been made over to him, and has, ever since the events of 1843, been in the hands of the British Government. If, therefore, it had been really true that your memorialist had committed the supposed forgery in the Nownahur treaty, and thereby deprived the British Government of the districts of Mathela, Meerpoor, and Mehurkee, still the British Government have themselves been in possession of, and have ordered your memorialist to part with to the Rajah of Jessulmere, districts of equal value, and without any pretence or colour of right whatever over the same.

188. The records of the Indian Government are full of testimony borne at different times by the different British officers in Sind, to the friendship which your memorialist has at all times evinced towards the British Government, and to the services which he has from time to time rendered to them, when other members of the Talpoor family were hostile, and intriguing against British interests. Your memorialist confidently refers to the letters to Sir Henry Pottinger and Sir Alexander Burnes, in confirmation of this assertion.

*189. His Excellency, Sir Charles Napier, in his memorandum of recollections of conversations and circumstances, which will be found at page 112, of the Supplementary Blue Book, alludes to the general opinion entertained of your memorialist, in the following terms:—"Imbued by Major Outram with a good opinion of Ali Morad, of whom all the English with whom I conversed at Sukkur held the same opinion," &c., page 114. And your memorialist denies that he has justly forfeited that opinion.

* evidence produced against him under the Commission, and, if necessary, to cause the authorities in Sind to examine into and report on that evidence afresh.

He therefore prays that your Honourable Court will be pleased to reconsider the [proceedings of the Commission appointed to inquire into the charge of forgery preferred against your memorialist, and if necessary to cause the authorities in Sind to examine into and report on the evidence collected by the Commission] in connection with the observations and records referred to in this memorial; and if, as your memorialist believes will be the case, your Honourable Court shall be satisfied that the Commissioners and the authorities in India have been misled into giving credence to evidence utterly false in itself, and framed in conspiracy, to affect your memorialist's ruin, then that your Honourable Court will, in common justice to your memorialist, be pleased publicly to remove the dishonourable stain which now attaches to his character, and annul the whole of the proceedings of the Governor-general, founded on his supposed guilt.

And your memorialist, as in duty bound, will ever pray.

Khyrpore, 10 October 1853.

Seal of H. H. Meer Ali Morad.

MINUTE . . . Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Warden*.

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A COPY of this memorial should be sent to the Government of India, with an intimation that unless otherwise instructed, we purpose to transmit it to the honourable Court of Directors, merely referring them to the former proceedings.

(signed) *Falkland.*
D. A. Blane.
J. Warden.

31 October 1853.

No. 149 of 1853.—Secret Department.

Office No. 338.

LETTER from *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *C. Allen*, Esq., Officiating Secretary to the Government of India, Fort William.

Sir,

IN continuation of the Government letter, No. 79, dated the 11th June last, I am directed by the Right honourable the Governor in Council to transmit to you, for submission to the most Noble the Governor-General of India in Council, copy of a letter, with accompaniments, from the Commissioner in Sind, dated the 24th ultimo, No. 416, forwarding a memorial, in original, from his Highness Meer Ali Morad, to the address of the Honourable the Court of Directors.

2. The memorial having been printed at the Bombay Gazette office, one of the printed copies is herewith forwarded instead of a manuscript, and I am desired to state that, unless otherwise instructed, his Lordship in Council purposes to transmit this original memorial to the Honourable Court, merely referring them to the former proceedings.

I have, &c.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 10 November 1853.

No 163 of 1853.—Secret Department.

Office No. 368.

MEMORANDUM.

WITH reference to the letter from this department to the address of the Officiating Secretary to the Government of India, dated the 10th ultimo, No. 149, the Chief Secretary has the honour to inform Mr. Allen, that on comparing the printed copy of the memorial from his Highness Meer Ali Morad to the Honourable the Court of Directors, with the manuscript forwarded to Government, some differences have been discovered. A second printed copy, with these differences noted in the margin thereof, is therefore transmitted for submission to the most Noble the Governor-General of India in Council.

Bombay Castle, 1 December 1853.

(signed) *A. Malet*,
Chief Secretary.

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No. 467 of 1853.—Secret Department.

LETTER from *B. H. Ellis*, Esq., Assistant Commissioner in Charge, Sind, to the Right Honourable Lord Viscount *Falkland*, Governor and President in Council, Bombay.

My Lord,

WITH reference to the letter noted in the margin,* I have the honour to forward transcript of remarks, with which Major Jacob, Political Superintendent on the frontier, has favoured the Commissioner, on the memorial of his Highness Meer Ali Morad Khan, addressed to the High Court of Directors.

I have, &c.

(signed) *B. H. Ellis*,

Assistant Commissioner in Charge, Sind.

Commissioner's Office, Kurrachee,
19 November 1853.

REMARKS by Major *Jacob*, c. b., on a Memorial by his Highness Meer Ali Morad Khan Talpoor, late Rais of Upper Sind, 1853.

Page 7, paragraph 11.—THE Meer here confesses the forgery, in fact, though he asserts that it was no concern of the British; thus, certain territories were ceded to Ali Morad by the treaty of Nownahur on the 15th September 1842.

Yet, as the treaty now stands (fraudulently altered), the very lands then ceded are again ceded to Ali Morad, with the Turban, on the 20th December 1842.

Is it not evident, even from the Meer's argument, that the entry of these lands in the first treaty was a fraudulent alteration made after the British conquest?

Page 11, paragraph 19.—Meer Moobaruk's sons were not plundering or disturbing the country. They wished to reside quietly on their own lands, which Ali Morad had wrongfully taken possession of. These lands were not jageers of Ali Morad's rebellious subjects, but the paternal hereditary dominions of the Meers, which were theirs by the same tenure as that by which Ali Morad held his own hereditary dominions. These were not the lands of the Rais, and did not fall to Ali Morad with the Turban. When Ali Morad became Rais, these Ameers and their lands were no more subject to Ali Morad than he himself and his lands had been formerly to Meer Roostum.

If Meer Roostum, his family and connexions, forfeited their lands and sovereignty, it was as enemies making war on the British, to whom thus the forfeits would fall. The turban lands had already been ceded to Ali Morad, and were in his possession.

But, in truth, the most enormous fraud and treachery were practised in these matters. The conduct of Meer Roostum in the first place, and of the lesser Meers of Upper Sind afterwards, appear to have been continually and grossly misrepresented by Ali Morad to the British authorities. The result of these misrepresentations was the nominal resignation, but real deposition, of Meer Roostum from his sovereignty of Upper Sind, and the expulsion, even from their particular territories and estates, of his relations and adherents.

Page 17, paragraph 24, Art. 11.—His Highness Ali Morad Khan could only be acknowledged as Rais and successor to all the lands which were held by Meer Roostum Khan. As Rais with the Turban, Ali Morad acquired no right to any territories but those belonging to the turban; but he took possession of all, private and public, and was apparently allowed to do so by Sir C. Napier, who seems to have had confused ideas of the matter.

If the resignation of Meer Roostum had been real and valid, the turban lands would

* No. 416 of 24th October; forwarding original English memorial of H. H. Meer Ali Morad.

would have been justly Ali Morad's; but the rights of the individual Ameers, including Meer Roostum himself, would not thereby have been affected in the least. They were still sovereigns of their own hereditary dominions. Ali Morad caused them to be expelled from these by causing it to be believed that they were carrying on hostilities, "plundering and disturbing the country." But in that case, the forfeiture clearly should fall to the British, whose enemies they were supposed to be, and not to Ali Morad. The latter, however, took possession of all; and having first contrived to deceive the British authorities as to the real circumstances of the case, and to conceal the fact that the lesser Meers of Upper Sind had the same rights to their hereditary dominions as Ali Morad had to his, although in this memorial Ali Morad calls their lands "jagheers," which they never were.

Page 19, paragraph 28.—To keep up this deception consistently, Ali Morad calls his own hereditary territory "jagheer;" yet he confessedly made war on Meer Roostum, the Rais, before any rupture with the British had occurred; and thus, according to his own words (page 11), incurred forfeiture of all his lands for rebellion against his lawful prince.

Page 22, paragraph 38.—It is almost impossible that any but accomplices in the crime could be witnesses in such a case as this. Reputable persons could have no concern in, and would be most unlikely to have any knowledge of, such proceedings. The Meer, in committing a crime, was of course associated with criminals.

Page 26, paragraph 46.—The Commissioners did not lay any stress on the proclamation of Sir C. Napier. The forgery seemed to them equally fraudulent and criminal, at whatever time made. It was clear that the forgery was committed, and the lands referred to obtained by its means.

Page 54, paragraph 88.—It should be remembered that Meer Ali Morad, with numerous advisers, was always present when witnesses were examined before the Commissioner. The Meer had, therefore, the fullest opportunity of asking any questions he chose: he did frequently cross-examine the witnesses himself, wherefore his remark now about the Commissioner, not thinking proper to put certain questions, is futile.

The stealing of Captain Brown's box by the Moonshee Moheecooddeen formed most important circumstantial evidence. The circumstances are proved by evidence totally independent of Shaik Ali Hoossein and his accomplices, and are such as the conspirators could never have invented.

Paragraph 89.—The Meer knows well, and knew then, having been at some pains and cost to ascertain the fact, that the only copy of the original treaty in the hands of the British authorities, was the one in Captain Brown's box. When this was stolen Captain Brown had to apply to Ali Morad and his minister for another (there seems to have been no sort of suspicion at that time that the Meer was in any way concerned in the abstraction of the original paper), when, of course, a copy of the fraudulently altered treaty was furnished. This matter does not rest on the words of Shaik Ali Hoossein, or Peer Ali Gowar, but on evidence totally independent of them and beyond their control. This second copy of the altered treaty is probably now in the possession of the British authorities, and the circumstances attending it on record in the Commissioners' office.

I, myself, well remember the fact of the box having been stolen in March 1843, and that Captain Brown informed me at the time that this treaty with other Persian papers, formed part of its contents. The Moonshee Moheecooddeen had been my regimental moonshee, and was entertained by the Political Agent on my recommendation.

When the man was imprisoned by Captain Brown for stealing the box, Captain Brown jocularly accused me of being the cause of the theft, by recommending a rascal to them. He then informed me of what had occurred as above-mentioned, but neither Captain Brown or any one else appeared, at that time, to suspect the particular object of the theft.

Page 59, paragraph 96.—Towar Mull, Moonshee Moheecooddeen, &c., if in the pay of Shaikh Ali Hoossein and Meer Ali Morad, as it seems they were, would naturally have acted as they are stated to have done.

Papers on the
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Page 64, paragraph 107.—To the best of my recollection the theft of the box with copy of the treaty, &c., occurred in the month of March 1843. The copy sent to Captain Brown to replace the one then lost would, therefore, most likely be dated in April 1843, as this one is.

Page 67, paragraph 109.—The whole of this is a misstatement; Captain Brown forgot nothing about the copy of the treaty, and the story of the loss of the papers was not "got up" after Captain Brown's death, but was heard by me in 1843.

It seems useless to remark on the rest of the memorial of his Highness, Meer Ali Morad.

It is all weakness and falsehood throughout. The only part of it which is even plausible or worth consideration for a moment, is the misstatement regarding Captain Brown's box of papers.

Of my own personal knowledge I can state that the Meer's assertions and arguments on this head are groundless.

The assertion, page 97, paragraph 136, is grossly and manifestly untrue—"the few persons of worthless character"—if Meer Ali Morad include Meer Mahomed Hussein, the eldest son of Meer Roostum, a man by birth and character immeasurably superior to Meer Ali Morad himself.

(True copy.)

(signed) *B. H. Ellis,*
Assistant Commissioner in Charge.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*, and the Honourable Mr. *Warden*.

WE may intimate to the most Noble the Governor-general, that these remarks from Major Jacob were not invited by Government, but that we do not think it right to withhold them from the Government of India.

(signed) *Falkland.*
D. A. Blane.
J. Warden.

7 December 1853.

(Office No. 373.)

No. 165 of 1853.—Secret Department.

LETTER from *A. Malet*, Esquire, Chief Secretary to Government, Bombay, to *C. Allen*, Esquire, Officiating Secretary to the Government of India, Fort William,

Sir,

WITH reference to my letter, No. 149, dated the 10th ultimo, I am directed by the Right honourable the Governor in Council to transmit to you, for submission to the most Noble the Governor-general of India in Council, copy of a communication from the Assistant Commissioner in Sind in charge, dated the 19th idem, No. 467, submitting a transcript of remarks by Major J. Jacob, Political Superintendent on the Frontier of Upper Sind, on the memorial of his Highness Meer Ali Morad to the address of the Honourable the Court of Directors.

2. I am at the same time to intimate that the remarks from Major Jacob were not invited by Government, but that his Lordship in Council does not think it right to withhold them from the Government of India.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 7 December 1853.

No. 3091.—Foreign Department.

Papers on the
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LETTER from *J. P. Grant*, Esquire, Officiating Secretary to the Government of India, to *A. Malet*, Esquire, Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your despatch dated the 10th ultimo, No. 149, forwarding a printed memorial from his Highness Meer Ali Morad to the address of the Honourable the Court of Directors, and intimating that, unless otherwise instructed, the original memorial will be transmitted to the Honourable Court, merely referring them to the former proceedings.

2. In reply, I am directed to acquaint you, that the Governor-general in Council approves of the course proposed by the Right honourable the Governor in Council. His Lordship in Council is of opinion, that it is not necessary to say anything more on the subject, unless the Honourable Court calls for it.

I have, &c.

Fort William,
2 December 1853.

(signed) *J. P. Grant*,
* Officiating Secretary to the Gov^t of India.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*, and the Honourable Mr. *Warden*.

The memorial should be forwarded accordingly.

(signed)

Falkland,
D. A. Blane,
J. Warden.

13 December 1853.

No. 414 of 1853.—Secret Department.

LETTER from *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *H. B. E. Frere*, Esq., Commissioner in Sind.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 416, dated the 24th October last, and to inform you that the memorial from his Highness Meer Ali Morad to the address of the Honourable the Court of Directors therewith forwarded, will be transmitted to that authority by the overland mail of the 28th instant.

I have, &c.

Bombay Castle,
24 December 1853.

(signed) *A. Malet*,
Chief Secretary.

(True Extract.)

A. Malet,
Chief Secretary.

ABSTRACT STATEMENT of Revenue obtained by the Augmentation of Territory

No.	1. NAMES OF DISTRICTS	GROSS REVENUE.				
		2 LAND REVENUE, Cash	LAND REVENUE, GRAIN.		5. REVENUE from other Sources exclusive of Land.	6. Total of Columns 2, 4, & 5.
			3. Kurmasa.	4. Value of Grain.		
	Attached to Shikarpoor:	Rs. a. p.		Rs. a. p.	Rs. a. p.	Rs. a. p.
1	Villages in the Shikarpoor Talooka	12,298 7 1	695 28 0 1 3 Cotton, 101 maunds, 28 seers, 8 chh	9,721 4 11	1,910 10 11	23,870 6 11
2	Districts and villages in the Sukkur Talooka	7,953 4 2	900 35 0 1 2 Cotton, 3,197 maunds, 26 seers, 14½ chh	15,916 4 10	3,133 15 9	27,005 8 9
3	Naria and Arore	140 12 -	518 14 1 0 2	5,102 12 9	2,180 6 7	7,423 15 4
4	Dadiho villages	473 2 11	57 43 3 2 0	716 2 11	48 6 3	1,197 12 1
5	Villages in Inda Gajun	10 114 11 8	2,126 21 1 0 2	21,569 1 5	6,231 1 6	38,214 14 7
6	Alcupoor	18,098 4 8	12 582 18 3 3 1 Cotton, 689 maunds, 13 seers, 14½ chh	89,611 15 10	10,481 13 -	1,12,192 1 6
7	Oboora	1,476 12 11	9,353 21 1 1 1 Cotton, 281 maunds, 29 seers, 12 chh	71,624 11 5	10,211 10 2	83,313 2 6
8	Hosoor	- - -	- - -	- - -	- - -	- - -
9	Boordika	11,098 13 -	1,950 0 0 0 0	19,891 7 -	1,815 10 -	32,805 14 -
	TOTAL	56,854 4 5	- - -	2,38,155 13 1	36,013 10 2	3,26,023 11 8
	Attached to Hyderabad:					
10	Nowahara	2,760 13 5	3,727 0 0 0 0	45,255 11 10	19,626 4 3	91,642 13 6
11	Kundara	29,428 7 -	2 94 0 0 0 0	26,709 3 1	9,854 4 3	65,991 14 11
	TOTAL	57,189 5 -	- - -	71,964 14 11	29,480 8 6	1,57,634 12 5
	GRAND TOTAL	1,14,043 9 5	- - -	3,05,120 12 -	64,494 2 8	4,83,658 8 1

arising out of recent Transactions with his Highness Meer Ali Morad.

DEDUCT CHARGES								15.
7. Jaghairs and other Allotments.	8. European Agency.	9. Establishment of Officers entered in Column 8.	10. District Establishment, Revenue and Magisterial, including Kardars.	11. Police Establishment actually employed in the Revenue Districts	12. Other Charges of Establishment, if any	13. Canal Clearances and Charges.	14. Total Charges and Deductions.	NET REVENUE, being the difference between Column 6 and 14
Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
293 2 -	- - -	- - -	640 - -	- - -	154 13 -	107 8 -	1,393 7 -	22,474 15 11
6,005 14 2	- - -	- - -	4,956 - -	8,742 - -	500 6 11	- - -	20,204 5 1	6,801 3 4
327 13 3	- - -	- - -	708 - -	4,176 - -	388 7 8	18 11 6	5,619 - 5	1,804 14 11
- - -	- - -	- - -	210 - -	- - -	- 11 5	- - -	210 11 5	987 - 8
27,229 10 10	857 2 10	382 - -	2,132 13 7	- - -	544 7 9	- - -	31,146 3 -	7,068 11 7
5,173 10 -	7,669 8 -	2,292 - -	7,870 - -	11,030 3 -	4,632 14 1	130 - -	38,798 3 1	73,393 14 5
8,296 7 1	- - -	- - -	7,865 5 7	10,906 - -	4,392 1 11	- - -	31,461 14 7	51,851 3 11
- - -	- - -	2,364 - -	- - -	- - -	- - -	- - -	2,361 - -	-
2,365 - -	5,345 7 -	1,252 5 9	5,158 8 8	- - -	892 - -	7,727 4 4	22,740 9 0	10,065 4 3
49,693 9 4	13,872 1 10	6,290 5 9	29,740 11 10	34,854 3 -	11,505 14 9	7,983 7 10	1,53,940 6 4	1,71,447 5 4
12,067 2 8	8,400 - -	2,172 - -	6,708 - -	8,730 - -	504 - -	4,000 - -	42,641 2 8	49,001 10 10
16,475 5 9			3,468 - -	5,478 - -	612 - -	- - -	26,033 5 9	39,958 9 2
28,542 8 5	8,400 - -	2,172 - -	10,176 - -	14,208 - -	1,176 - -	4,000 - -	68,674 8 5	88,960 4 -
					Deduct item No. 8, being a minus quantity - -			2,63,407 9 4
								2,364 - -
78,236 1 9	22,272 1 10	8,462 5 9	39,916 11 10	49,062 3 -	12,681 14 9	11,083 7 10	2,22,614 14 9	2,61,043 9 4

(signed) H B R Freer,
Commissioner in Sind

Papers on the
Confiscation of
the Territories of
Ameer Ali Morad.

EXCHANGES OF TERRITORY between Meer Ali Morad and the Government of Bombay.

Lands to be given up by the Meer Ali Morad.			Lands to be given up by Government.		
	Rs.	a. p.		Rs.	a. p.
Land west of the Indus, shaded in Indian ink on the map -	31,538	0 -	Part of the purgunnah of Ludda Gagun, including the share in Khyrpoor amounting to -	12,632	12 .7
Kundecara Estate - - -	8,718	5 4	and a small balance of	123	14 9
Meerampoor Buburloo - - -	4,102	- -		45,745	11 4
Peer Subra - - - - -			Merwa Canal, south of Arara, stated at the value of Rs. 5,800, but given as equivalent for -	3,758	1 -
Chajra - - - - -			A corner of the Bambruke Tuppa equivalent to Chorr -	375	- -
Oobree - - - - -	1,337	- -			
Kohera - - - - -	3,758	1 -			
Chorr - - - - -	375	- -			
	40,878	12 4		49,878	12 4

(True copies.)

East India House. }
16 February 1857. }

J. S. Mill,
Examiner of India Correspondence.

AMEER ALI MORAD.

**PAPERS relating to the CONFISCATION of the
TERRITORIES of the AMEER ALI MORAD.**

(Mr. Isaac Butt.)

*Ordered, by The House of Commons, to be Printed,
16 March 1857.*

[Price 8 d.]

118.

Under 8 oz.

E A S T I N D I A .

RETURN to an Order of the Honourable The House of Commons,
dated 5 June 1857;—for,

COPIES “of a DESPATCH from the Court of Directors to the Governor in Council at *Madras*, on the Revision of the Assessment in *South Arcot* :”

“Of DESPATCH from the Court of Directors to the Governor-General of *India* in Council, on the Proceedings in connexion with the Meriah Agency in *Ganjam* and *Orissa* :”

“Of DESPATCH from the same to the same, on the Abolition of the Moturpha and Veesabuddy Taxes at *Madras* :”

“Of DESPATCH from the same to the same, on the *Hyderabad* Assigned Districts :”

“And, of Three DESPATCHES from the same to the same, in the Public Works Department, on the Budgets for 1855-56 and 1856-57.”

East India House, }
2 June 1857. }

JAMES C. MELVILL.

(*Mr. Seymour.*)

Ordered, by The House of Commons, to be Printed,
8 June 1857.

L I S T.

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East India House, }
2 June 1857. }

J. S. Mill,
Examiner of India Correspondence.

CORRESPONDENCE RELATING TO EAST INDIA AFFAIRS



Revenue Department, 18 July (No. 11) 1855.

Our Governor in Council at Fort St. George.

Revision of the Assessment of South Arcot, &c.

Para. 1. THE letters noted in the margin* report to us the measures now in progress for revising the assessment of the district of South Arcot,

2. The two southern talooks, Manargoody and Chellumbrum, the small talook of Cuddalore, and some extensive jaghires which have reverted to Government, have never been subjected to a regular survey and assessment. The other ten (Hooloos) talooks, have been regularly surveyed, and the records are considered to be sufficiently accurate and complete to render a repetition of that operation unnecessary for the due revision of the assessment.

3. The arrangements proposed by you for the survey of the southern talooks appear judicious, and we doubt not that they will be efficiently carried out by Captain Priestley, whose services you are fortunately enabled to avail yourselves of at this juncture. The measures for organizing additional survey parties which have been entrusted to that officer will, it is hoped, greatly expedite the progress of the work, and will enable you at no distant period to commence proceedings in other districts where similar operations are urgently required.

4. We observe that you have agreed with the Board of Revenue in approving Captain Priestley's recommendation that "where several small fields come together, constituting an area not exceeding one acre in irrigated, and two acres in unirrigated land, they may be surveyed by his ameens in one, noticing however in the register the particulars of each small included field as per cursum's account." In other words, "the proposal is, that the total area of a few small fields should be plotted in the usual manner, but the component fields plotted within the scale by dotted lines, according to the measurement shown in the village accounts."

5. The Board explain that this arrangement has reference only to the professional survey, and they postpone coming to any decision on the subject of fixing a "minimum in a revenue point of view."

6. In the passage quoted in the margin,† the Board refer to the practice in this respect under the Bombay Presidency, and, although they have correctly stated the limitation of size in regard to survey fields, we believe that they are in error in supposing that any minimum "in a revenue point of view" was fixed for fields actually occupied by ryots, although the tendency of the rules is avowedly to favour the aggregation of the small fields, and to discourage the subdivision of those larger fields, which at the time of the survey constituted one holding.‡

7. With

* Letter, dated 1 November (No. 75) 1853 ; Letter, dated 17 October (No. 55) 1854 ; Letter, dated 6 December (No. 72) 1854.

† Para. 26. "The inconvenience of such minute fields was found so great in Bombay, that they actually fixed a limit to holdings, both in the revenue as well as a survey view. They would recognise no field less than what a single pair of bullocks could cultivate—(Bombay Papers, page 4, para. 16, and Rule 1)—i.e. the minimum size for unirrigated fields was fixed at 12 acres, and for rice lands 4. Garden land, it appears from the maps, might be much less."

‡ See Rule 7, at page 5, and Rules 5 to 9, at page 21 of Bombay printed papers, on the system of Revenue Survey and Assessment.

7. With regard to the question of connecting Captain Priestley's operations with the grand trigonometrical survey, which you have for the present decided in the negative, as being likely to lead to delay and additional expense, without adding to the value of the work for revenue purposes, we think that it would be well to consult the Surveyor-general of India before finally disposing of the subject.

8. We shall endeavour to meet your wishes to be provided with the services of a person acquainted with geology and agricultural chemistry, to be attached to the survey, for the purpose of reporting on the soils and mineral productions of the districts undergoing that operation, and of collecting specimens of both, one set to be preserved in each district, and another set forwarded for deposit in the Museum of Economic Geology at Madras.

9. With regard to the ten Hooloos talooks of South Arcot, it is observed by the Board of Revenue, that although from the year 1820, representations have been made by various Collectors as to the necessity of lowering the assessment, no decided measures have ever been taken to afford relief to the ryots.

10. The arrangements now proposed by the Collector, and sanctioned by your Government, are to be based on the existing survey classification of the lands, correction being applied to errors and frauds where they may, in the course of the revision, be ascertained to exist.

11. These remedial measures are summed up by the Board as follows:—

“Nunjah. 1st. To introduce a general single crop teerwah for all nunjah lands, an additional 50 per cent. being imposed when a second crop is raised by the aid of circar water.

“2d. To reduce the nunjah assessment 20 per cent. on the whole, as the lowest rate, which will have a sensible effect on the cultivation, the amount of reduction in individual cases being dependent on circumstances.

“Poonjah. 3d. To strike off the second crop teerwah, which was included in calculating the produce of some of the lands, and to fix the circar share at 33 instead of 50 per cent. of the gross produce; the reduction in individual cases varying according to circumstances, as in the case of the nunjah fields.

“Totacal. 4th. To abolish the distinction of totacal, and to bring the lands under the head of poonjah, placing those that have wells in the first tarum, and the others in those classes which will make them correspond with poonjah fields of similar soil and fertility.”

12. We shall notice these proposed measures seriatim.

13. This rule* has been so far modified as to limit the imposition of the additional assessment to those nunjah lands only, which now stand on the register as “two crop,” or “doubtful two crop,” lands, leaving the rest of the nunjah cultivation subject only to the single assessment. We approve of this relaxation, but the question has been raised, whether it would not be expedient to extend it to all the nunjah lands without exception. The Board of Revenue observe, that the question is one requiring great consideration, both on account of the large amount of revenue involved in it, and the various forms in which a second crop is now taxed in the different districts. They admit that the system is unavoidably accompanied with some fiscal disadvantages, such as postponing and complicating the annual settlements, and rendering it necessary for the lands of the ryots to be continually scrutinized. The Board solicit that the revision of the South Arcot assessment may be allowed to proceed on the principle of levying an additional cess for a second crop, and they propose in the meantime to take the general question into their consideration.

14. To this suggestion you have acceded, with the proviso, that the consideration of the subject shall not be deferred to an indefinite period, but that it shall be recurred to at an early opportunity. If the question shall not have been already settled, we desire that it may be taken into immediate consideration, and the result reported to us.

15. When

* “To introduce a general single crop teerwah for all nunjah lands, an additional 50 per cent. being imposed when a second crop is raised by the aid of circar water.”

15. When the question shall be again brought before you, we desire that you bear in mind that one of the main objects to be regarded in the revision and improvement of your revenue system, is the imposition of a fixed assessment on the land, with a view to the reduction within the smallest practicable limits, of the interference of the native servants with the operations of the cultivators. If the lands of a village have to be annually scrutinized with the view of ascertaining whether a second crop has or has not been raised by the application of circar water to a portion of them, it is manifest that a minute and harassing interference must be resorted to; and we would readily submit to some temporary loss of revenue for the purpose of getting rid of what we consider so great an evil. The general rules which we should lay down for your guidance in these operations are, that the assessment should be fixed on so moderate a scale, that it could be always paid in ordinary years, and that the ryots should be held liable for the revenue of all the land for which they should engage at the commencement of the Fusly; that remissions, if they cannot be entirely discontinued, should be restricted to seasons of extraordinary adversity; and that the only scrutiny which should be permitted, or would indeed in that case be required, should take place in such extraordinary years alone, when it might be necessary to ascertain what portion of the lands engaged for had necessarily remained unsown, or had proved more or less unproductive to the cultivators, with the view of equitably adjusting the amount of remission to be granted to the circumstances of the different cases.

16. This rule* has also been modified to the extent of authorising a reduction of 25 per cent. on the ten first tarums, or classes of irrigated land, and of 20 per cent. on the remaining six tarums. Sufficient reasons are assigned for this distinction, which, it is stated, will afford a greater measure of relief to the heavily assessed lands which have hitherto been least in request for cultivation, and, in its practical operation, will tend to equalize the assessment of the western with that of the coast talooks, the land-tax on the former being at present lighter than in the latter.

17. The abolition of the second crop *teerwa†* on dry lands seems to have been sanctioned by Government so far back as 1837, but never to have been carried into effect. With regard to the proposed reduction of the circar share from 50 to 33 per cent. of the gross produce, it is to be observed that the term "gross produce" has no reference to the produce of any particular year, but to the estimated produce of each field as recorded in the original survey accounts, which was converted into money at a fixed commutation price, for the purpose of ascertaining the amount of the assessment leviable by Government. The effect of the measure would, therefore, simply be a proportionate reduction in the existing assessment. The remission ultimately authorised was that of 33 per cent. on the eight first tarums, and of 25 per cent. on the four last, and we think that the reasons given for the distinction are satisfactory.

18. *Totacal,‡* or garden land, will, under the operation of this rule, cease to appear as a distinct head of account. Any ryot, by digging a well on his *poonjah* land, can at once convert it into *totacal*, without being called on to pay any additional assessment, and the distinction will be of no practical advantage. In future revisions of assessment, the only distinction required will be that between irrigated (*nunjah*) and unirrigated (*poonjah*) land.

19. In connexion with these reductions, it has been resolved to abolish the *minha*, or allowance of 10 per cent. on the revenue now granted to certain privileged classes of cultivators. We agree with your Government in thinking that "these peculiar advantages or privileges rarely benefit the possessor, and serve only to maintain unjust and invidious distinctions."

20. We

* "2. To reduce the *nunjah* assessment 20 per cent. on the whole, as the lowest rate, which will have a sensible effect on the cultivation, the amount of reduction in individual cases being dependent on circumstances."

† "3. *Poonjah*. To strike off the second crop *teerwa*, which was included in calculating the produce of some of the lands, and to fix the circar share at 33 instead of 50 per cent. of the gross produce, the reduction in individual cases varying according to circumstances, as in the case of the *nunjah* fields."

‡ "4. *Totacal*. To abolish the distinction of *totacal*, and to bring the lands under the head of *poonjah*, placing those that have wells in the first tarum, and the others in those classes which will make them correspond with *poonjah* fields of similar soil and fertility."

PAPERS RELATING TO EAST INDIA AFFAIRS.

Directions for
Collectors of land
revenue, para. 336.

20. We also entirely concur with you in approving the proposal of the Collector for the formation of a district road fund, by a rentcharge on the land of one anna per cawny on the actual cultivation, which, in ordinary years, will give an annual sum of 25,000 rupees. You are doubtless aware that, in the settlement of the North-West Provinces, a fund for this purpose was obtained by a contribution of one per cent. on the Government jumma, which the zemindars agreed to pay in commutation of the obligation which rested upon them to keep in repair the public roads passing through their estates. The mode of collection suggested by Mr. Maltby is probably, however, better adapted to the nature of the settlements prevailing generally in the districts under your Presidency.

21. We will conclude this portion of our despatch by expressing our high sense of the clear, complete, and satisfactory manner in which Mr. Maltby has placed the whole question of the assessment of the Hoolos talooks of South Arcot before you, and our satisfaction that, as a member of the Board of Revenue, he will be in a position to see that his recommendations, as approved and sanctioned by your Government, are fully and faithfully carried out by his successor in the district.

22. We have perused with much satisfaction the minutes recorded by your President, and especially that of the 16th June 1854, in which, with reference to the statements before him, that portions of the richest and finest lands under your Presidency have been thrown out of cultivation in consequence of the impossibility of paying the excessive assessment charged on them, his Lordship records his determination "to do his best, that not a day or an hour should be lost without endeavouring to apply a remedy to a condition of affairs so unnatural, and so hostile to the best interests of the Government, and of the entire population."

23. We fear that great and needless delay has been permitted to take place in regard to many instances of over-assessment, which have been brought to the notice of the Board of Revenue and of Government, although the existence of the evil has been admitted on all hands. We are aware that in many, and perhaps in most cases, the adjustment of the assessment of a whole district, or even of an entire talook, cannot be satisfactorily carried out without a preliminary survey. But there are also many other cases in which immediate relief might be given without the necessity of any such step. Some of these are noticed in Mr. Thomas's minute of the 23d of June 1854, in which he refers particularly to the state of the assessment of the dry grain talooks of Trichinopoly. The excessive amount and complicated nature of the assessment of these talooks are exhibited in the letter from the Collector dated the 2d December 1852 (appended to Mr. Thomas's minute), and although it would appear that a complete remedy cannot be applied without "an actual survey made for fixing the extent, classification, and assessment of the fields according to the productive capability of the soil," yet it is obvious that the extra cesses enumerated in his 9th paragraph, might be at once abolished without any such operation, and that their relinquishment would relieve the people of a burden equivalent to 61 per cent. on their present payments.

24. We would suggest that orders should be immediately issued for the abolition of these cesses, and also that you should call on the Board of Revenue to submit for your decision any other cases of a similar nature, which may now remain undisposed of on their records, and in which relief may be summarily afforded without waiting for the result of a regular survey, even if such a proceeding should be ultimately requisite.

Proceedings,
27 April 1854.

25. In commencing their review of the proposed measures for the adjustment of the assessment of South Arcot, the Board truly remark, that the question is, perhaps, one of the most important that has come before them for some time, inasmuch as they are definitely called on to pronounce an opinion as to its bearing on the condition of that district, and to what extent remedial measures should be afforded; the determination of which question, they observe, involves principles applicable to all districts. The remedial measures to be applied to South Arcot having been now decided on, and the general principles on which they should proceed having been in a great measure determined, there can be comparatively little difficulty in applying them to the circumstances of other districts,

districts, and we rely with confidence on your permitting no needless delay to occur in disposing of the reports which have been long before the Board in reference to revisions of assessment in any quarter. We allude particularly to such cases as that of Guntoor, which has been fully treated by Mr. Walter Elliot, the late Commissioner in the Northern Circars, in 1845; and to that of Kurnool, the condition of which, together with the required remedial measures, was brought under the Board's notice, by Mr. W. H. Bayley, when Commissioner in that district, in a report dated the 22d July 1843.

26. In the former of these letters * you have acquainted us with the reasons which have led you to direct the discontinuance of the separate reports hitherto furnished, on the annual settlement of the land and extra revenues of each district, and the preparation in lieu thereof by the Board of Revenue of one general report on the revenue administration of the whole of the Presidency for the year. The first of these reports (for Fusly 1262, or A.D. 1852-3), is transmitted in a printed form with your letter of the 22d November last, No. 66.

N.B.—The Fusly year closes on the 11th July.

27. We entirely approve of this change, by which the mode of reporting and reviewing the revenue administration of your Presidency will be assimilated, so far as the different nature of the settlement will permit, to the practice which has been for some years followed with advantage in Bengal and the North West Provinces. The desultory and unconnected manner in which the separate reports on the several districts have hitherto been submitted to your Government and to us, rendered them of little practical use, and we were altogether without any general view of the results of the revenue administration taken as a whole. In consequence of this alteration in the mode of bringing the results of the revenue management under our notice, we think it unnecessary to reply specifically to such of the separate reports on the land and extra revenues of the several collectorates, as are now before us, as we consider that a review of them in this fragmentary shape can serve no useful purpose, and as they are not of a nature to call for any definite orders, although we shall probably have occasion to refer to them hereafter for purposes of comparison.

28. The report now forwarded is incomplete, inasmuch as it does not comprise any details relating to the extra sources of revenue, and as the report of the Commissioner in the Northern Circars is given separately, the information contained in it, and its appended statements, not being incorporated with those furnished by the Board of Revenue for the remainder of the Presidency. These imperfections will, however, be removed in the report for Fusly 1263, which we trust will shortly be laid before us. We feel assured that the Board will use their best endeavours to cause the report to be regularly prepared and submitted to you at a period not later than that which you have named, viz. the end of the calendar year in which the Fusly to which it relates closes, even if it cannot be supplied some months earlier, a point to which we direct your attention.

Ending 11th July 1854.

29. The report itself is clearly drawn up, and contains very valuable matter for our information; it does not, however, appear to call for much remark beyond the expression of our satisfaction at the results which it exhibits. The total amount of the demand and collection, both of land and extra revenues, is given in the margin, and we observe that both exhibit some increase over those of the previous year. We notice also further evidence of progress in the revenue administration. The beneficial effects of the abrogation of the rule under which lands watered by private wells became liable to additional assessment, are represented to be already apparent; and it is expected that private capital will be freely laid out in improvements. The observations of the Board in paras. 16 and 17 of the report on the importance of maintaining an efficient system of irrigation, and on the means by which existing defects may be remedied, have our full concurrence, and will, we trust, be prominently kept in view.

	<i>Rs.</i>
Demand :—Land Revenue	3,73,51,625
Extra Revenue	1,08,59,573
	<i>Rs.</i> 4,82,11,198
Collections :—Land Current	- 3,50,05,791
Subsequent	- 16,95,876
	<i>Rs.</i> 3,67,01,667
Extra Current	- 1,06,26,735
Subsequent	- 2,20,959
	<i>Rs.</i> 1,08,55,694
Total Collections	<i>Rs.</i> 4,75,57,361

30. You

* Letter, dated 1 September (No. 51) 1854, para. 2; Letter, dated 22 November (No. 60) 1854.

Letter, dated
1 September
(No. 51) 1854.

30. You inform us that with reference to paragraph 10 of our despatch of the 2d June (No. 7) 1852, you have granted to the Board of Revenue general authority to reduce the assessment on lands in any individual instances in which it may be clearly shown to be excessive. We approve this arrangement, and we think that it would be desirable that the Board should submit to you periodically, an abstract statement in a tabular form, exhibiting the cases in which they had seen reason to exercise the power thus vested in them, and also of those cases in which over-assessment has been complained of, either by the Collectors or the people, and the reasons for which the Board have not thought it reasonable to accede to these demands.

31. In these paragraphs* you bring to our notice certain cases in which your instructions had been solicited as to the interpretation to be put on portions of our orders, directing the exemption from additional assessment of all lands improved at the cost of the ryots themselves. The instructions issued by you are conceived in a liberal spirit, and have our entire approval. Under them, the ryot will be entitled to enjoy the benefit of all improvements, whether of a temporary or substantial character, effected by means of his own labour and capital. The sole restrictions remaining are for the purpose of preventing the ryot from claiming exemption for wells dug in lands which can already be watered by an existing public work of irrigation, or for wells dug within 100 yards of existing works of irrigation, and liable to derive their supplies from thence. The Board of Revenue have been directed to watch closely the working of these rules, in order that they may be modified in the event of their being found to operate injuriously to the ryot, and to prevent his taking full advantage of the boon conferred on him under our orders. We have already expressed to you our desire that the rule of exemption should be absolute and simple, so that there may be no pretext for interference on the part of the native servants with the proceedings of the ryots in regard to the construction of wells. The limitations above noticed are so clear and definite, that we do not apprehend that they will lead to embarrassment. At the same time, if it shall be found that they tend to restrict the advantage which we intended by our orders to confer on the ryot, and to discourage the construction of wells in particular localities, without being absolutely required for the security of the existing revenue, we shall readily give our consent to their abrogation.

Letter, dated
23d January
(No. 4) 1855.

32. In this letter you inform us of the measures which you have adopted with the view of abolishing the use of the Mahratta language in the provincial cutcherries, and in that of the Board of Revenue at the Presidency. Whatever may have been the causes which originally led to the adoption of Mahratta as the official language of revenue account, it appears certain that they no longer exist, and we entirely agree with you in thinking it most desirable that the use of a language which is not the vernacular of any portion of your Presidency, and the knowledge of which is confined to a small section of the public servants, should be at once abolished, especially as there do not appear to be any difficulties in the way which may not readily be surmounted. The village and district accounts must, we presume, be rendered in the vernacular of the districts to the Collector's office; but the accounts furnished by the Collector to the Board should, we conceive, be prepared in English, and the Board state that there is no obstacle to the immediate and entire substitution of English for Mahratta in their own office.

33. The simplification of the forms of account is also an object of great importance, and we are glad to see that this subject has been taken up by the Board with energy. The omission of the cumbrous details which have hitherto been inserted in the statements periodically submitted for your information, will enable the Board to furnish them shortly after the expiration of the periods to which they refer, and will thus render them of much greater practical value than they are at present.

34. There are some suggestions in your Minutes of Consultation of the 7th November last, the advantages of which we think to be somewhat open to question.

* * Letter, dated 22 September (No. 62) 1853, paras. 4 and 5; Letter, dated 24 January (No. 3) 1854, paras. 21 and 22; Letter, dated 8 August (No. 47) 1854, paras. 3 and 4; Letter, dated 22 November (No 07) 1854, paras. 9 to 11.

question. There can be no doubt that the substitution of English for native terms is desirable, whenever exact equivalents can be found for them; but this we apprehend is seldom the case. Your object we presume to be to convey to the mere English reader a clearer idea of the nature of our administration than he can at present obtain, in consequence of his ignorance of the Indian terms which are of frequent occurrence in official documents. We doubt, however, whether this end is likely to be advanced by the proposed means, and whether the use of English terms, which appear to convey an intelligible meaning, may not, in fact, have a contrary effect; for instance, you express your approval of the employment by the Board of Revenue of the English terms, *wet* and *dry*, instead of *nunjah* and *poonjah*, lands. The cultivable lands under your Presidency are generally distinguished as *nunjah*, *poonjah*, and *baghayet*, (in some districts different names being used), of which the ordinary English synonyms are *wet*, *dry*, and *garden* lands. But these words, whether in their native or English form, are employed in a technical and unusual sense, and can only be rendered intelligible to an uninformed reader by means of definitions which show that the words are applied to the different descriptions of land in respect to the sources from which they derive their supplies of water, whether from public works of irrigation, from the falling rains, or from wells sunk in the fields themselves. All native terms having a limited and local currency, should be carefully explained whenever there may be occasion to use them; but we doubt whether any benefit would accrue from the disuse of such as are in general acceptance, and of constant employment in official correspondence, and are perfectly understood by all concerned or interested in the revenue administration; and we are, on the contrary, rather disposed to think that the adoption of English words, which, in their ordinary sense, are not exact equivalents of the native terms which they are intended to represent, would be more likely to mislead the reader than to give him more accurate notions of the real meaning of the documents before him.

35. You have also proposed to discontinue the existing system of pointing off large sums by lacs and crores, and to introduce the English plan of notation; of pointing off the figures by hundreds of thousands and millions, at least in the reports and other papers printed by order of Government. The Commissioner in the Northern Circars observes, that the English plan might be adopted without difficulty in all statements submitted to Government; but that, in transactions with the natives, who are familiar only with the existing system of numeration, and in the district accounts, it would not be advisable to make any change; and we presume the same remark is equally applicable to the other portions of your Presidency. The use of one system of notation for the district accounts, and of another for the accounts prepared at the Presidency, could scarcely fail to produce confusion, and to lead to numerous errors of calculation and of transcription; and we do not see that any commensurate benefit would be gained. The existing mode of notation is quite familiar to those whose duty it is to deal with Indian accounts, and it has moreover the advantage that, at the sufficiently accurate exchange of 2s. the rupee, the crore represents precisely one million of pounds sterling.

36. The suggestion that each Collector should be supplied with a printing or lithographic press of a simple and inexpensive construction, for the purpose of striking off official papers for circulation, and blank forms for statements, &c., appears well worthy of consideration; and we shall give our attention to any recommendation which, after further inquiry, you may think fit to submit to us, with the view of carrying it into effect.

We are, &c.

(signed) *E. Macnaughton,*
W. H. Sykes,
&c. &c.

London, 18 July 1856.

Revenue Department, 17 September (No. 12) 1856.

Our Governor-General of India in Council.

Meriah Agency of Ganjam and Orissa.

Para. 1. We now reply to the letters and paragraphs noted in the margin,* reporting proceedings in connexion with the Meriah Agency of Ganjam and Orissa.

2. The reports and diaries from time to time furnished by the agency officers, continue to indicate a steady progress towards the final eradication of the barbarous practice of human sacrifice. Considering the great difficulties to be encountered, we are disposed to consider this progress satisfactory, and as rapid as, under the circumstances, could have been anticipated. The Meriah officers appear to have applied themselves to their duties with unremitting zeal and attention; their great experience and personal knowledge, which are of far greater weight than any theoretical rules or doctrines, led them to adopt a line of cautious and gradual inculcation of their views. Hasty measures and abrupt innovations would have been attended with considerable danger, and would rather have postponed than accelerated the attainment of the end in view, by arousing the fears and jealousies of ignorant and fanatical tribes, and combining them in hostility against the exertions of the agency officers.

3. Instead of this, it is satisfactory to find that, generally speaking, the chiefs and leading men continue to give their adhesion and co-operation to the principles and measures of the agency. The Khond chiefs have taken a leading part in pledging themselves to abstain from Meriah sacrifices, and the example thus set will, it may be confidently hoped, act beneficially on those tribes whose opposition is scarcely overcome, or whose support and co-operation are but reluctantly yielded.

4. Measures of repression and punishment, however necessary they may be, should always be held subordinate to those of prevention. One of the most powerful among the latter class of measures is education, to which, together with the improvement of communications, and increase of intercourse with civilization, we can look with hope for the rescue of the Hill Tribes from practices which have their origin in ignorance and barbarism, and for the spread of enlightened and humane principles.

5. The attention of the Meriah officers has been directed to this important point, and their exertions have met with some success. We regret, however, to observe, that the progress of education received a serious check in Goomsur, which was partly attributed to the withdrawal of magisterial jurisdiction from the Khond Agent, and its transfer to the ordinary officers of police, whereby the influence and authority of the agency officers was weakened. On the urgent representations of Colonel Campbell, the agent, and Captain M'Vicar, officiating agent, supported by the recommendation of the Madras Government, you invested the officers of the agency with joint magisterial powers within the sphere of the agency, such powers being confined to cases of Meriah sacrifice and female infanticide exclusively, and to be exercised on the same principles as regulate the jurisdiction of officers in the Thuggee department. Under this arrangement the local officers will, we imagine, have no ground of complaint, and we trust that the Khond schools, which had unfortunately been almost entirely closed, will, after

* India Public Letter, 23 December (No. 95) 1853, p. 66, 75 and 76; Bengal Public Letter, 4 January (No. 1) 1854, p. 21, 22 and 23; India Public Letter, 10 February (No. 9) 1854, p. 69, 70 and 78; Bengal Public Letter, 15 June (No. 30) 1854, p. 18; India Public Letter, 18 August (No. 67) 1854, p. 99, 100 to 108; Bengal Public Letter, 28 September (No. 43) 1854, p. 10 to 12; India Public Letter, 27 October (No. 95) 1854, p. 46 to 49; Bengal Public Letter, 28 December (No. 53) 1854, p. 13 and 14; Fort St. George Political Letter, 27 February (No. 2) 1855, p. 14 and 15; Bengal Public Letter, 7 March (No. 4) 1855, p. 8; India Public Letter, 26 March (No. 22) 1855, p. 33 to 43; 27 April (No. 31) 1855, p. 39, 42 and 45; Bengal Public Letter, 4 July (No. 16) 1855, p. 10, 11 and 18; India Public Letter, 10 August (No. 66) 1855, p. 16 to 18, 36 to 41; Fort St. George Political Letter, 25 August (No. 66) 1855; 11 September (No. 13) 1855, p. 18 to 25; India Public Letter, 22 August (No. 70) 1855, p. 22 to 25, 31, 65 and 66.

after their reopening, have been carefully encouraged, and no means neglected for regaining the support of the people which had formerly been extended to them.

6. Tours of personal inspection on the part of the agency officers are calculated to lead to very beneficial results, and should be stedfastly adhered to. Not only do they afford the agency officers adequate means of forming an opinion on the condition of the country, but, by bringing the people into direct communication with the British authorities, and thereby circulating and diffusing a correct knowledge of the benevolent intentions of the Government, they will do much to remove suspicion and hostility.

7. We have perused the report of Captain M'Vicar, dated the 21st May 1855, forwarding a summary of the operations of the agency for the season of 1854-55, which is apparently the result of most careful investigation.

8. The tenor of this report is satisfactory, with the exception of the part relating to Bustar and Jeypoor. The former place is described as the headquarters of the Jennah Poojah, and Captain M'Vicar affirms that "human sacrifices have never ceased to be offered, despite all orders of the Nagpore Durbar and the several Residents at the late Raja's court." The real head of this zemindary is Laull Dologongona Singh, the uncle of the Raja, who appears to be a man of turbulent character, fanatical in the highest degree, and wedded to the superstitious rite of human sacrifice. The promises which he has on various occasions made to successive Residents have never been adhered to, and Captain M'Vicar does not anticipate that much good can be effected in Bustar until he is removed from authority, a measure which does not appear likely to be found opposed to the feelings of the people. We shall be glad to be informed of the measures taken in this matter.

9. The zemindary of Jeypoor appears to be in a thoroughly disorganised condition, and the zemindar nearly imbecile. In the 43d para. of his report, Captain M'Vicar observes, "In the low country of Jeypoor, I regret most unfeignedly to relate that human sacrifices prevail in almost every district. Here, as in Bustar, we have to deal with exclusively civilised and educated men, and not with semi-barbarous tribes, as in the hill tracts of Orissa. The former are not, in my opinion, deserving of the same consideration as the latter, and some sharper and severer measures should be adopted than we have ever yet employed amongst the wild tribes of the mountains."

10. Captain Owen was deputed by Mr. Smollett, the Agent in Vizigapatam, to inquire into the condition of the country. The evidence collected by Captain Owen tended to disprove the present existence of human sacrifices in Jeypoor; although there seems to be little doubt that the practice prevailed extensively a few years since. Nevertheless, with a view of putting an end to the anarchy in which this hill zemindary was plunged, Mr. Smollett, following the line of policy already advocated by Captain M'Vicar, recommended that Government should assume the direct management of the estate. The consent of the Raja had been previously solicited to the measure, but it was declined, the zemindar promising to conduct the affairs of his territory and family according to the views of the Agent. The Government of Madras, however, concurred in the propriety of assuming the management of the country, and measures were accordingly taken with the view of carrying into effect the suggestion of Mr. Smollett.

11. In your letter to the Government of Madras of the 18th July 1855, you express the opinion that the evidence was all against the supposition that the practice of human sacrifice by Hindoos existed in Jeypoor; that the practice of Suttee had not, until recently, been prohibited; and that the result of that prohibition should be awaited before adopting any further measures.

12. While admitting that the state of anarchy which prevailed in Jeypoor was a good reason for assuming the management of the country, you are of opinion that the step is serious, being likely to involve Government in a protracted jungle war, and being one which could not be retraced.

13. You therefore directed that no steps for assuming the management of the country should be taken for the present. Acting on these instructions, the Madras Government recalled their orders.

14. We trust, however, that no unnecessary delay will be allowed to take place in adopting such measures as may be necessary to suppress human sacrifice and infanticide, and to restore order in the district.

15. We observe with satisfaction that the total number of Meriahs rescued in the hill tracts of Orissa during the season 1854-55, was 46, of whom 21 were males and 25 females.

16. Lieutenant MacDonald's tour through the hill tracts of Goomsur, affords another exemplification of the beneficial effects of the personal visits of European officers on the people and native officials, and we entirely approve the orders of the Madras Government that Lieutenant MacDonald, or some other officer of the agency, should make such tours annually. The progress of education in these tracts appears to be very satisfactory; and we approve the measures adopted for extending it. The measures for facilitating traffic by the construction of choultries and wells, at a cost of 1,650 rupees, have our entire approval.

17. The schools recently established in these tracts will be placed under a native superintendent entertained for that purpose, by whom an annual report will be furnished. All measures relative to education in these districts should in future be reported in the educational branch of the Public Department.

18. Vigorous measures were very properly adopted for putting a stop to depredations in the Boad country, and the energetic conduct of Lieutenant MacDonald merited praise.

19. The survey operations in the tributary mehals appear to be progressing very favourably under Captain Saxton; the impediments alluded to in our despatch, dated 18th June (No. 14) 1854, being no longer in existence. The road to Sumbhulpore has been surveyed and partially opened, and it is expected to be available for traffic throughout its entire length during the hot weather of 1856.

20. The country appears to possess considerable mineral resources, and to be well worth a thorough scientific investigation. We shall be glad to receive some of the mineral specimens forwarded by Captain Saxton to Dr. Hunter, at Madras, as stated in the 4th para of his letter, dated 23d September 1854.

21. In conclusion, we would express our high sense of the services of the Meriah agency officers, who appear to have shown great discretion and assiduity in the discharge of the important duties entrusted to them. It was with the deepest regret we received the account of the death of Captain Frye, an officer so earnest in this cause, and, as you remark, "whose labours have proved of such essential service to the cause of humanity."

We are, &c.

(signed) *W. H. Sykes,*
R. D. Mungles,
&c. &c.

London, 17 September 1856.

Revenue Department, 5 November (No. 17) 1856.

Our Governor-General of India in Council.

Mohturfa and Veasabuddy Taxes at Madras.

Para. 1. Your letter in this department, dated the 28th February last (No. 5), reports to us the final result of your deliberations on the subject of the revision or abolition of the Mohturfa and Veasabuddy (taxes on professions, trades, artificers, houses, &c.), under the Presidency of Fort St. George.

2. This question has been the subject of discussion and correspondence between the Government of Madras, your Government, and ourselves, for the last 12 years; and, after an inexcusable delay on the part of the Madras authorities in furnishing the information which had been repeatedly called for,

the

the case was at length put in a shape sufficiently complete for decision in the proceedings of the Madras Board of Revenue, dated the 27th March 1848.

3. In a minute dated the 12th September 1848, Mr. Daniel Elliot reviewed the whole question at considerable length, and arrived at the conclusion that the admitted evils of the system might be eradicated to a great extent by a modification of the rates, and a change in the mode of collection; and he offered various suggestions with this object. In a subsequent minute, however, under date the 5th May 1853, he states that a further consideration of the question had induced a change in his views; and he avows that, "feeling more sensibly the difficulty of the proposed reform, and, indeed, almost despairing of the possibility of success in it, and being very strongly pressed by the consideration of the disadvantage that this Presidency will lie under, if it is left subject to taxes of this nature, from which Bombay has been relieved, and which do not obtain in Bengal, his opinion is now for the entire abolition of this revenue."

4. Mr. J. F. Thomas (Minute dated 23d April 1853) considers that "it is not practicable to find a remedy for the abuses which exist under it;" and, in the event of its abolition, does not doubt that the loss of revenue would, at no distant date, be made good to the State from the increasing numbers and prosperity of the non-agricultural classes. "Their advancing wealth," he says, "would extend the market and enhance the value of all products of the land, and better prices would then be obtained by the ryot, and greater stability be thus given to the land revenue. I should not hesitate, therefore, to counsel the entire abolition of the mohturfa taxes, in a financial point of view, as well as upon the ground of the evils and abuses inherent in them."

Para. 4.

Para. 20.

5. Of all the members of the Madras Government, the Governor alone (Sir H. Pottinger) advocates the retention of any portion of the mohturfa taxes. The admissions made in his minute of the 28th April 1853, go far, however, in our opinion, to nullify his conclusions; and the numerous modifications which he proposes would, if carried out, still leave many of the inequalities untouched, and most of the openings for abuse unclosed, as they exist under the present system.

6. These proceedings were laid before your Government, with a letter dated the 26th May 1853; but the matter was not taken into consideration till the 31st December 1855, when the Marquis of Dalhousie recorded a minute, in which, after explaining his reasons for delay in disposing of the subject, he expresses himself in the following words: "The mohturfa taxes, as a whole, are indefensible in principle. They are a direct tax upon humble industry. They press upon the poorest of the people. They press with an unequal pressure. They are felt sensibly; felt as an obnoxious burden; and they give unbounded scope to the worst of all the vexations which we see and detest, but cannot eradicate—the petty oppression of petty native officials." His Lordship accordingly came to the conclusion that "the mohturfa taxes should be abolished, wholly and unreservedly;" but, looking to the actual financial condition of the Indian empire, he suggested that their abolition should be deferred until the present extraordinary pressure should be removed, so as to admit of the revenue they produce being relinquished with safety.

7. Lord Dalhousie's views were concurred in by Mr. Dorin, but the three other members of Council, Mr. J. P. Grant, Mr. Peacock, and General Anson, pronounce in favour of their immediate abolition.

8. The mohturfa taxes were abolished in Bengal in 1793, and in Bombay in 1844; and even Mysore, in the heart of the Madras Presidency, is exempted from them. Their average net produce is from 11 to 12 lacs of rupees per annum.

9. The arguments in favour of the abolition of these taxes appear to us to be irresistible. They are confined to one Presidency, which is subject to at least as heavy a pressure of taxation as any other part of India; and, even there, whole districts and parts of districts, as well as particular classes of people, are entirely exempt. They are most unequally distributed over the districts subject to them, four only of the twenty collectorates into which the Presidency is divided, contribut-

Bellary.
Cuddapah.
Tinnevely.
Malabar.

ing upwards of half the total amount. The assessment is arbitrary, irregular, and undefined, resting (except as regards the veesabuddy of the Ceded Districts) on no law, but merely on ancient usage, and thus affording to the native officers employed in their collection ample opportunities of oppression and extortion, of which it is in evidence that they largely avail themselves.

10. We are perfectly satisfied that no modification of the existing system can be devised which would divest it of its objectionable character, and we accordingly convey to you our authority to direct its total abolition, at such time and in such manner as may seem to you expedient.

11. It has been suggested in the course of the discussion, that the mohturfa might be so regulated as to convert it into a house tax or an income tax, or into both combined. Such taxes, if fairly assessed, may be unobjectionable in principle; and, as Mr. Dorin suggests, some similar imposts may hereafter be found unavoidable as a measure of financial necessity throughout India. In the present case, however, any such conversion of the mohturfa taxes would be open to the fatal objection, that it would be continuing to subject the Presidency of Madras to a system of taxation, from which the rest of India would be free; but in thus relieving our native subjects from the payments of imposts which in their mode of collection under our administration have proved oppressive, you will bear in mind that, with the prospect of a reduction also in the amount of the land-tax, you will require to take into your immediate consideration the means of obtaining revenue from other sources, and to notify to those who derive advantage from the remission of the mohturpha, that such is the intention of our Government.

12. With respect to the suggestion of Mr. J. P. Grant, to which you have called our attention, for an increase in the rates of import duty at all the Presidencies, to compensate for the loss of revenue to be occasioned by the abolition of the mohturpha, we must observe that such a measure must be considered, if at all, on its own merits, and not in connexion with the question discussed in this despatch. Mr. Grant has inadvertently stated the general rate of import duty at $3\frac{1}{2}$ per cent. ad valorem, instead of 5 per cent., to which amount it was raised under our orders by Act IX. of 1845.

13. We shall communicate a copy of this despatch to the Government of Fort St. George, for their information.

We are, &c.

(signed) *W. H. Sykes.*
R. D. Mangles.

London, 5 November 1856.

Revenue Department, 6 May (No. 6) 1857.

Our Governor-General of India in Council.

Administration of the Hyderabad Assigned Districts.

1. WITH your foreign letter, dated 28 February 1856 (No. 24), you have transmitted to us a series of papers illustrative of the first year's administration of the districts assigned to us by the Nizam, under the treaty of 1853.

2. The "Memorandum" submitted by the Resident, the late Mr. G. A. Bushby, is so loose in its construction, so vague and unsatisfactory in its details, and so entirely deficient in the practical information necessary to enable us to form a judgment on the measures already taken or those hereafter to be pursued in regard to the administration of the assigned districts, that we are compelled to base our observations on the lucid and comprehensive note prepared by your secretary, Mr. G. F. Edmonstone, on which, together with the Marquis of Dalhousie's minute of the 27th September 1855, your instructions to the Resident, dated the 30th January last, were founded.

3. The

3. The assigned districts were in the first instance formed into five divisions, each under the superintendence of a Deputy Commissioner; viz.—

Northern Berar, Deputy Commissioner, Captain Bullock.

Southern Berar, ditto, Major Johnstone.

Western Districts, ditto, Captain Meadows Taylor.

Eastern Division, Raichore Deab, ditto, Major Hampton.

Western Division, ditto, ditto, Captain Balmain.

4. We propose to treat of the administration of this tract of country under the heads and in the order observed in your instructions to the Resident, premising that, owing to the omission of that officer to exercise any effectual control over the proceedings of the several Deputy Commissioners, there is an entire absence of uniformity in the measures pursued by those officers, always well intended, and generally to a great extent successful, for the protection of the interests of Government, and for the amelioration of the condition of the people, in the revenue, judicial, and police administration of their districts.

5. The state of anarchy and confusion in which the districts were found on their first occupation was such, as you rightly observe, as could not be “permitted to continue in any province under the administration of the British Government,” and it was absolutely necessary that “some system of fiscal management should be devised, which, while it should put an end to all unlicensed exemptions and privileges, and secure a fair revenue to the State, shall, by the recognition of proprietary right in those who can establish a hereditary or prescriptive title, and by the protection of the interests of other cultivators of the soil, invest tenures in land with security and permanency under certain declared conditions, and shall restrict the demand of the State within reasonable limits, which shall not be subject to variation for a fixed term of years.”

6. As a preliminary step to the full attainment of these desirable objects, you propose that there shall be a khusreh survey of the lands of each village, to be conducted by native measurers, subject to the subsequent check of a professional survey of the total village areas. The Resident desires to entrust the duty of measuring the village lands to the putwarries, and you appear to entertain his proposition favourably, though Captain Bullock and Captain Taylor (the only Deputy Commissioners who appear to have recorded any opinion on the subject), state that the putwarries are in general lamentably ignorant, and wholly unfitted for the duty. If this plan should be adopted, the experience of the qualified officers whom you have selected to fill the position of Deputy Commissioners, will enable them to apply usefully the services of such putwarries as may be found to possess accurate information and detailed records of accounts, and to set aside those who are really ignorant and unfit for the duties of their hereditary offices. It should be left to the discretion of Mr. Maltby to appoint for the temporary service, as many ameenas as he may find to be requisite, but we hope that, notwithstanding the alleged ignorance and unfitness of the putwarries, he will find that they are not altogether without the means of imparting information of a description which it is indispensable to obtain before forming an opinion of the resources of a village or determining the proper form of its management.

7. The mode of settlement which you propose to introduce is the village system of the North-West Provinces, but without (at any rate in the first instance) the incident of joint and several responsibility for the revenue, and otherwise partially modified so as to adapt it to the existing state of things.

8. The village communities having survived the various revolutions through which the administration of the district has passed, appear still to exist throughout these districts in an imperfect condition, but without possessing, as it would seem, any conjoint or common interest in the lands of the village, which are held by the ryots individually. You propose that the lands should be classed according to the nature of the tenure on which they are held, whether by “meerasdars,” “wuttundars,” “moondkhurrees,” (tenants having a right of hereditary occupancy, among whom you intend to include all those who shall have held the same land for twelve consecutive years), and “ooprees” (or tenants at will). The assessment is then to be fixed on each holding, or, if it be found practicable, on the aggregate of the holdings of each class; the total amount on

all the cultivated lands to form the fixed demand of the Government from the village for the term of the settlement (which is not in the first instance to exceed seven years), to be liable to no increase, and, ordinarily, to no reduction. This assessment is to be made "within such limits as shall leave a margin to cover the risks of a fixed contract, as well as a fair profit to the holders, and a proportion also of the net produce to provide for the remuneration of office bearers and other village expenses." To this assessment is also to be added a charge of one per cent. to form a road fund, and possibly, although it is not so stated, an additional one per cent. for educational purposes, as is proposed in the revised settlement of the North-West Provinces.

9. The assessment being thus completed, and the particulars recorded, each class of holders will be called on to nominate one or more of their number as their head man or representative, who is to be the medium of communication between his class and the Government officials, and whose duty it will be to realise the revenue, "in the recorded proportions," from each member of the class, "suing him, if need be, for arrears due." It has been already noticed that your proposal is "to fix the Government assessment on each several holding, or, if that be practicable, on the aggregate of the holdings of each class." If the latter plan be adopted, it is not shown how or by whom the demand is to be apportioned on the lands of the individual cultivators, so as to appear on the records of the settlement, or how the provision that "each cultivator is to be liable only for the demand assessed on his own land," is to be carried into effect. The collections, when made, are to be paid by certain fixed instalments into the local treasury; and an engagement for the punctual payment of the village jumma (including "an additional cess for the remuneration of the head man or representative of his class, and the village putwarree") is to be taken from the representatives jointly.

10. The next point to be considered is the disposal of the waste land, and this, as you observe, is neither a very easy nor an unimportant question. Since neither the village community as a body, nor the individual cultivators, appear to advance any claim of property in the uncultivated lands, they would seem to be at the absolute disposal of Government, in any manner which may be deemed most expedient. The only positive opinion which you express is, that "the Government shall not, within the term of the settlement, be entitled to enhance its demand upon a village, owing to the occupation and cultivation of waste," and you suggest as a desirable and fair arrangement, that the waste should be allotted to the several classes of occupants in proportion to the extent of their cultivated lands, to be held on the same tenure as those lands are held.

11. Adverting to the state of anarchy and confusion in which you describe these districts to have been when transferred to your management, we conceive that it may be practicable to establish, in some tracts of this waste land, a clear proprietary right on the part of the Government, without any infringement of the rights of any others.

12. Even in this case, however, it ought to be conceded in respect to waste lands situated contiguous to the cultivated land of a village, that such village shall possess as much as their existing stock will enable them now to break up, in addition to the area which every village community in India must have remaining waste, for the common pasture of their stock; or the quantity to be assigned, exclusive of the necessary extent of common, might be as much as the village community would engage to break up within a period of three years.

13. With regard to the remainder, we are very desirous that you should consider and report to us without unnecessary delay, on what terms the best calculated for the introduction of British capitalists, you are of opinion it might be practicable to dispose of it.

14. We should have had no objection, as an experiment, to sanction the alienation in perpetuity to any persons of substance and respectability of land belonging to the Government, upon condition of the application of a certain amount of capital to the cultivation of the most valuable products of the soil, although perhaps easy terms of long lease, such as for a period of 20 or 30 years, might at present attract British capitalists of energy and substance, but the

the districts of the Nizam, assigned to us by the treaty of 1853, do not belong to our Government, and, therefore, with respect to them we have not the power of alienation.

15. The intent and object of the proposed system appears to be (as seems indeed to be admitted by Mr. Edmonstone), an attempt to combine a ryotwar assessment with a mouzahwar mode of management, with the view of getting rid of the minute and inquisitorial interference with the affairs of the cultivators which the former system is supposed to involve. It is admitted that the village communities, although traces of them are everywhere to be found, are not in a sufficient state of completeness to allow of the enforcement of the rule of joint and several responsibility for the revenue, as is provided for in the North-West Provinces. As a substitute for this, however, it is proposed that the elected head men, who are to be representatives, not of the whole village, but of separate and distinct classes of occupants, should nevertheless engage jointly for the whole jumma; but as there is no community of interest, and each occupant (including, we presume, the head men themselves) is to be "liable only for the demand assessed on his own land," and no more, it does not appear how the whole jumma of the village is to be made good in the event of default on the part of individual occupants. We are aware that defaulters are to be liable to ejectment, and to the transfer of their interest by sale or otherwise, to any one who may be willing to liquidate the balance and engage for the land; but it may often happen, especially where unoccupied land exists to so large an extent, that no one will be willing to take upon himself the liabilities of the defaulter; and in this case, there seems to be no source from which the whole jumma of the village, for which the head men have engaged jointly, can be made up. Note, para. C3.

16. The proposed head men would in no respect take the place of the lumbar-dars of the North-West Provinces, who engage for and on behalf of the whole body of ryots, the whole body being jointly and severally responsible for the payment, in certain defined proportions, of the whole village jumma. They are rather in the position of the salaried officers on the Collector's establishment in ryotwar districts, who, while they collect the revenue from the cultivators, are not held answerable for defaulters. It would be desirable, and may be practicable, to arrange with the pottail or other head man of the village that all collections should be made through him, and that so long as the jumma of his village is paid by the stipulated instalments into the local treasury, no interference on the part of the revenue officers would be permitted, and the ryots would be left to manage their affairs in their own way during the term of the settlement. This course might probably lead, in the end, to the voluntary establishment of a kind of joint responsibility among the ryots themselves. But where no such joint responsibility exists, and there is no community of interest and feeling among the cultivators, it appears to us impossible that cases of default in the payment of revenue, disputes as to the occupation of waste, and many other similar questions, can be dealt with satisfactorily without calling in the aid of the revenue officer.

17. We are therefore of opinion that the proposed scheme for the revenue administration of these districts has not received sufficient consideration, and that your object in revising it should be to construct one which shall be suited to the actual condition and requirements of the people with whom you have to deal, and which can be efficiently worked with the materials which you have at command, rather than with reference to the supposed merits or defects of the systems which have been adopted in other parts of India. All the revenue settlements which have been effected of late years, or which are in contemplation, have proceeded on the principle of determining, in the first instance, the amount to be demanded from the individual cultivators; and that point being fixed, it has been left to be decided, according to the usages, wishes, and circumstances of the people, whether, as a matter of policy or convenience, the collection of the revenue should be effected by a direct demand on the ryots themselves, as in Madras and Bombay, or by employing some intermediate agency, such as the representatives of the village communities or talookdars, as in the Punjab and the North-Western Provinces.

18. We do not desire by these observations to discourage you from attempting, if you should still consider such a plan of administration best suited to the cir-

cumstances of the people, to introduce a combined scheme of village management and ryotwar or fieldwar assessment into the assigned districts. We shall be anxious to receive the matured opinion of Mr. Maltby on the subject, after he shall have had sufficient time to make himself fully acquainted with the condition and circumstances of the country under his charge. We desire that you will furnish him, for his information only, with a copy of our despatch of the 17th of December last (No. 17) to the Government of Fort St. George, on the subject of the revision of the assessment about to be undertaken in the districts subject to that Presidency.

19. We entirely agree with you that the execution of the revenue settlement should be confided to a separate class of officers, to be hereafter appointed, and that this duty should not be added to the labours, already sufficiently arduous, of the Deputy Commissioners.

20. The next subject to which your instructions relate is the settlement of the huqs or perquisites of village and district officers, and the deh sadur, or village expenses.

21. We are not prepared to admit the correctness of your conclusion that the pergunnah offices (those of Deshmook, Deshpandya, &c.) were not in their origin hereditary, although it appears that they required in all cases, when under the sway of the Mahrattas, the confirmation of the ruling power. The right of investigating claims to offices of this description, and of confirming the claimants in their possession, when they are enabled to produce valid titles, has accordingly passed to our Government. The holders may appear to have long ceased to perform any real duty, but it should be ascertained whether this has arisen from the condition of anarchy which has been described having subverted the ordinary system of administration, or from the actual incapacity of the incumbents. The sudden discontinuance of their emoluments would be a harsh measure, and would probably plunge most of those who have hitherto enjoyed them into absolute poverty. We approve, therefore, of your having authorised the grants subject to your sanction, to all such as can prove the possession of office for a series of years (from 35 to 50), or whenever there may be reasonable grounds for abstaining from immediate deprivation of a provision for life, either in land or in money, equivalent to 5 per cent. on the revenue of the talooka, on which they possess a claim.

22. The remuneration to be assigned to the village officers (potails and putwarrees), and the amount to be allowed as deh sadur or village expenses, are to be inquired into and determined at the time of the settlement, by the officers engaged on that duty.

23. No information is afforded in these papers as to the extent or value of the lands held as jageer, euam, &c. We entirely agree with you, that all claims to exemption from the payment of revenue, as well as all claims to money allowances, should be investigated and decided with all practicable expedition. The cases of land held rent-free for service by the potails, putwarrees, and village servants, are to be reported by the settlement officers in classified lists, to be disposed of by the competent authorities, according to rules similar to those which were laid down for the guidance of the officers in the Punjab. All other claims are to be at once taken in hand by the Deputy Commissioners, and reported, with the opinion of the Resident, for your decision.

24. The instructions which you have issued for the establishment of the village and district police, on much the same system and scale as they exist in the Punjab, appear to us to be proper.

25. The immediate introduction of our police into the Surfi Khas jaghires, (estates of which the revenue management is specially reserved to the Nizam and his officers), has been properly directed, the cost of the establishment being chargeable to the revenues of the assigned districts. The importance of either inducing the Nizam to exchange these talooks for others not geographically incorporated with the assigned districts, or committing the fiscal management of them to our officers, the actual revenues being paid into his treasury, is so great, that notwithstanding the repugnance which his Highness is stated to have evinced to such a course, we agree in the propriety of your instruction to the
Resident

Resident to open a negotiation, with the view of endeavouring to settle the question on one or other of those bases.

26. On the arrival of the Deputy Commissioners in their districts, it appears that they found no courts of any description for the administration of civil justice. Those officers immediately set themselves to supply this obvious and great deficiency, which was accomplished by the establishment of moonsiffs' courts. In the absence, however, of any instructions from the Resident for their guidance, the judicial powers entrusted to the moonsiffs, their mode of procedure, and even the law which they were to administer, differed in all the divisions.

27. This diversity of practice it was of course necessary to correct at once, and you have proposed to effect that object by abolishing the moonsiffs' courts, and transferring their powers to the tehseeldars, or officers holding that position in the assigned districts, to be exercised under rules similar to those which have been provided for the conduct of civil judicial proceedings in the Punjab. Before absolutely directing this change, we think it would have been well to have ascertained by local inquiry, whether the tehseeldars or other officers occupying that position in the assigned districts are, as a class, competent by their previous habits and acquirements, and by freedom from pressure of other duties, to discharge judicial functions, equally with officers of a similar rank in the Punjab.

28. The same want of uniformity has prevailed in the administration of criminal as in that of civil justice. You have defined the powers to be exercised by the Judicial Commissioner, the Deputy Commissioners, the Assistant Commissioners, and the extra Assistants; and you have directed the observance of the spirit of the Bengal Regulations, and the adoption of rules of procedure similar to those provided for the Punjab. The question of entrusting to the officers in the position of tehseeldars, authority to try criminal cases of minor importance, has been left for future determination. In finally deciding on the manner in which justice, both civil and criminal, shall be administered by the subordinate functionaries, we desire that the principles laid down in our judicial despatch of the 24th September last (No. 41), may not be lost sight of, and we would particularly call your attention to paras. 12 and 22 of that despatch.

29. With respect to jails, you propose that there should be one at the headquarters of each district, sufficiently commodious to receive the whole of the annual average of prisoners, and constructed in all the districts on one approved plan. We trust that in erecting these jails, care will be taken to afford to each prisoner the space stated by the Medical Board to be absolutely necessary; viz. 500 cubic feet.

30. The question as to the language to be adopted for purposes of business and record is to be determined after the receipt of a report on the subject from the Resident, the information before you as to the existing practice in the several divisions not being sufficiently complete to enable you to arrive at a decision on that point.

31. As it is probable that, for some time at least, the revenues of the assigned districts will not be sufficient to supply the means of providing for their material improvement, it will be necessary for the British Government to advance the requisite funds. Jails, cutcherries and other edifices which are necessary for the transaction of public business must be regarded as part of the ordinary expenses of management, and as such are chargeable on the ordinary revenues. Some expenditure for the formation and improvement of the means of communication, beyond what will be supplied from the one per cent. road fund, will also be required. Should the British Government be called on to defray the cost of these works in the first instance, you propose that the amount should remain as a debt, to be recovered as the revenues improve, interest at 6 per cent. being chargeable until its liquidation.

32. Whether a different course should be pursued, as you propose, in the case of reproductive works, such as works of irrigation, requires further consideration. This, and all other questions connected with the ultimate adjustment of accounts with the Nizam, will be disposed of hereafter in the Political Department.

33. In the meantime we desire that distinct accounts may be kept of all expenditure on public works of whatever description. In regard to works of irrigation, or others of a reproductive character, we think that, in order to prevent the possibility of cavil or dispute hereafter, the increased receipts should not be taken, as has hitherto been the practice in the Madras district, in the form of an enhanced rate of assessment on the irrigated land, but in that of a distinct water rent, as is the case in the North-West Provinces. The ordinary assessment, which the land would bear in its unimproved condition, and the amount received as water rent, subject to the charges for establishments and repairs, should be shown in separate accounts, so that no doubt can exist as to the actual advantage derived from the construction of the works in question.

34. The instructions which you have issued relative to the medical school at Hyderabad, the erection of a hospital at the Residency, and the establishment of dispensaries in the assigned districts, have our approval.

35. The talook establishments vary materially in the several districts, both in the number of persons employed and in the rates of pay assigned to them. You have properly directed the Resident to submit fresh lists for your sanction, framed, as far as practicable, on the model of those which have been found sufficient in the Punjab.

36. In our Political despatch, dated the 5th March (No. 14) 1856, paras. 14 and 15, we sanctioned the appointment of a Judicial and Financial Commissioner, to control, under the general superintendence of the Resident, the civil administration of the assigned districts. You inform us, in your letter of the 17th June (No. 67), that you have appointed Mr. Francis N. Maltby, of the Madras Civil Service, to that office, and you transmit a copy of a resolution defining the powers to be exercised respectively by the Judicial and Revenue Commissioner and by the Resident at Hyderabad, the latter of whom must, under the terms of the treaty, superintend the administration of the assigned districts. The rules laid down for the guidance of the Commissioner appear to us to be judicious and proper.

37. The reduction of the number of Deputy Commissioners from five to four by the union of the two divisions of the Raichore Doab, at the salaries given in the margin,* so as to afford to you the means of promoting deserving officers, is approved, as is also the establishment of six Assistant Commissioners, and of 12 extra Assistant Commissioners, of which latter, six will be employed on the special duty of settlement officers.

38. We approve entirely of the abandonment (in common with all other frontier duties) of the puehetra, or frontier duty on salt. The salt thus imported has already paid the excise duty in Bombay, and ought not again to be subjected to taxation.

39. The retention of the abkaree, under improved arrangements, and the abolition of the mohiturfa, are also approved. We have authorised the general abolition of the latter tax throughout the Madras Presidency (where alone it continues to be levied) in our despatch dated the 5th November last (No. 17) 1856.

40. The projected establishment of town duties for municipal purposes, and for the maintenance of a town police, in the manner which has been so eminently successful in the Punjab, is a measure which well deserves to be carried into execution.

41. The information furnished in the Resident's "Memorandum" as to the actual financial results of the first year of our occupation, and the probable results for the future, is so confused and defective, that we observe you have refrained altogether from alluding to those results in your review of that paper. Mr. Edmonstone, in his "Note," paras. 143 to 158, has striven to collect into one view the materials scattered over the "Memorandum" and its Appendices, from which some opinion on these points might be formed; but the materials are still

* One Deputy Commissioner at 1,500 rupees per month; two Deputy Commissioners at 1,200 rupees per month; one Deputy Commissioner at 1,000 rupees per month.

still so imperfect, that we can arrive at no more definite conclusion than that the revenues of the assigned districts will not, for some time at least, be more than sufficient to defray the charges properly debitable to them, and that no surplus applicable to the payment of the principal of the debt can for the present be expected.

42. The local revenue year had commenced some days prior to the transfer of the country to our officers, and the settlement, such as it was, had been made by the servants of the Nizam, by whom also a portion of the year's revenue had been collected. The Deputy Commissioners could, therefore, only endeavour to protect the interests of Government, and to collect so much as, with a due regard to moderation and justice, could be demanded from the ryots; and this object they appear to have exerted themselves actively, and with much success, to attain.

43. In conclusion, we have only to state, that we concur cordially in the thanks which you directed to be conveyed to the Deputy Commissioners (as named in para. 3), "for the zeal, the ability, and the industry with which they have laboured, under circumstances of great difficulty and of some discouragement," in the administration of the districts committed to their charge.

44. We take this opportunity of acknowledging the receipt of the paragraphs noted in the margin* relative to revenue arrangements in the assigned districts, which have been transferred to this department, but which do not now call for remark.

We are, &c.

(signed) *R. D. Mangles,*
F. Currie,
&c. &c.

London, 6 May 1857.

Public Works Department, 9 July (No. 16) 1856.

Public Branch.

Our Governor-General of India in Council.

Para. 1. We now proceed to reply to the letters noted in the margin,† relating to the budgets of public works proposed for execution in the several Presidencies, and in the different divisions of territory directly subject to your Government, during the year 1855-56.

2. In your instructions to the subordinate Governments providing, in accordance with our orders on the subject, for the submission of the annual budgets, it was directed that the budgets should consist of two statements: the first containing projects of new works, for which, on account of the large amount of the estimated cost, the sanction of superior authority was specially required, and showing both the total estimated expense and the sum proposed to be expended on each work during the year; the second comprising all works which had already received sanction, whether from us, from your Government, or from the local Government, and exhibiting, in successive columns, the expenditure already incurred, that proposed for the year, and that expected to remain for future years.

3. We

* Foreign Letter, dated 7 November (No. 95) 1854, p. 61; Foreign Letter, dated 16 March (No. 20) 1855, p. 60 to 62, 66 to 68, 74 to 76; Foreign Letter, dated 8 September (No. 51) 1855, p. 43 and 44; Foreign Letter, dated 22 November (No. 64) 1855, p. 62 and 63, 67 and 68; Foreign Letter, dated 2 June (No. 56) 1856, p. 93 to 95, 119 and 120.

† India Public Works Letters, dated 22 June (No. 16) 1855; dated 6 July (No. 20) 1855; dated 24 August (No. 25) 1855; dated 24 August (No. 27) 1855; dated 24 August (No. 28) 1855; dated 14 September (No. 30) 1855; dated 14 September (No. 32) 1855; dated 5 October (No. 34) 1855; dated 5 October (No. 35) 1855; dated 12 October (No. 36) 1855; dated 26 October (No. 38) 1855; dated 16 November (No. 40) 1855; Budgets of Public Works for execution in 1855-56.

3. We shall first review, in succession, the statements received by you under the above orders, and your proceedings on them, so far as relates to the works sanctioned, and to the amount of expenditure authorised; and shall then make such remarks as seem to be called for on the general question of the preparation and submission of these important documents.

Bengal.

4. Statement No. 1 of the Bengal Budget contained nine projects, involving an estimated cost of 33,51,298 rupees, or 28,08,298 rupees if the less expensive of the two designs which had been prepared were selected for the General Treasury building.

5. Under the opinion expressed by us as to the building referred to, the item was altogether struck out of the budget, and the same course was followed on various grounds with respect to the building for the Presidency College, and for the College of Civil Engineering, and to the metalling of the Tumlook Road. You sanctioned the expenditure noted in the margin* for the works specified, and retained in the budget, pending our orders, the new Post-office building (estimated at 3,23,782 rupees), and the road from Calcutta to Jessore at an estimated cost of 4,17,204 rupees. You will have learnt from our despatch dated 26th February (No. 4) 1856, that we have not sanctioned the design for the Post-office. We have provisionally approved the formation of the road from Jessore, contingent on the failure of any satisfactory railway project, and the amount may stand in the budget, subject to the revised estimate now under preparation.

4,17,204 rupees
Jessore Road,
1,00,000 rupees.

Works in State-
ment No. 2,
33,82,966 rupees.

6. The amount proposed to be expended on the works contained in Statement No. 2 was 33,82,966 rupees; but the additions of the several heads show a discrepancy of 4,862 rupees from Lieut.-colonel Goodwyn's summary, which should not have been allowed to occur. This expenditure had all been provided for by previous sanction, except the 3,00,000 rupees to be spent on the Dacca and Arracan Road, of which, though the general design had been approved, no estimate had been submitted; and a large proportion of the sum of 6,67,372 rupees, the amount of proposed expenditure on the repair and extension of embankments. You very properly allowed this item to stand, and we approve your orders for the immediate preparation of estimates in the first case, and for the separation in future, as regards embankments, of the cost of repairs from that of new works.

7. The total amount to be expended in 1855-56 is thus on works newly projected, 1,97,434 rupees, and on works previously sanctioned, 33,82,966 rupees, making together 35,80,400 rupees †.

North-Western
Provinces.

8. The new projects submitted for sanction in Statement No. 1 of the Budget of the North-Western Provinces consisted of eight works, estimated to cost 9,31,958 rupees, of which 5,24,444 rupees were proposed to be expended in 1855-56.

9. You have sanctioned, on what appear sufficient grounds, the works noted in the margin.‡ You reserved for consideration, in correspondence with the Bengal Government, the erection of new buildings for the opium agency at Ghazeepore, amounting to 40,000 rupees; and you have submitted for our sanction proposals for the construction of a bridged and metalled road from Meerut to Roorkee, for the bridging of the portion of the Great Deccan road already metalled,

* Estimated Cost.

Rs.	
30,000	Custom-house sheds - -
34,000	Cutcherry at Pubna - -
33,434	Cutcherry at Bhaugulpore -

To be Expended in
1855-56.

Rs.
30,000
34,000
33,434

† Total estimated expenditure on new works in Bengal in 1855-56, 35, 80,400 rupees.

* Estimated Cost.

Rs.	
1,21,984	Wells on the Grand Trunk Road - - - -
83,860	Kyles Canal in Rohilcund - - - -
60,000	Mango Graft plantation on Ganges Canal - - -
43,852	Raising and bridging road from the Jubbulpore to Kuttenghee

To be Expended in
1855-56.

Rs.
71,000
60,000
20,000
23,852

metalled, and for the raising and metalling of the remainder of that road between Jubbulpore and Nagpore.

10. We fully recognise the importance and economy of connecting Roorkee, from which the various departments in the North-Western Provinces are now supplied to so great an extent with tools and instruments, with the other districts of the Presidency; and we accordingly sanction the construction of the road projected with that object.* We have, as you remark, constantly evinced our sense of the importance of the Great Deccan Road, and our readiness to sanction any well-considered measures for its improvement. We authorise the construction of the bridges now proposed† on the portion of the line between Mirzapore and Jubbulpore; and we approve, under the circumstances, of the permission accorded to the Lieutenant-governor to proceed with the bridge over the Parry at Nuddee in anticipation of our orders. We observe that several large rivers on this road, which do not appear, however, to present serious obstacles to traffic, will still remain unprovided with bridges. We sanction the estimates for raising and metalling the portion of the Great Deccan Road‡ between Jubbulpore and Kamptee, and, in compliance with your request, we give you general authority to take measures for the bridging of this division, on the understanding that estimates are to be framed previously to the commencement of the work, and forwarded to us for final approval.

11. The intended expenditure on works in Statement No. 2, as per margin,§ is stated by you to amount to 24,72,308 rupees, including 8,00,000 rupees for military buildings, previously sanctioned in anticipation of the estimates, which you have requested the Lieutenant-governor to submit without delay. In an examination of the totals of this statement, we find that the total amount of estimates sanctioned is 24,14,594 rupees, while the amount expended is stated at 137 lacs, the discrepancy appearing to arise in great measure from the mode in which the expenditure on the Ganges Canal is entered in the statement. In the column also of "To be expended in 1855-56," eight lacs are inserted for tuccavee, and the eight lacs proposed for barracks are omitted: moreover, the addition of this column should be 24,72,308 rupees, instead of 24,71,708 rupees. This statement has the signature of Mr. Muir, the Secretary to the Government of the North-Western Provinces, but it never could have been properly verified.

12. The proposed expenditure in 1855-56, on works in Statement No. 1, has been shown to be 4,84,444 rupees; and that on works in No. 2 is taken at 24,72,308 rupees; the total amount to be expended is therefore, within the year, 29,56,752 rupees.¶ We observe that you are of opinion that a considerable portion of the expense in constructing the wells on the Grand Trunk Road may probably be "borne by wealthy natives, who will be glad to come forward with their money for the purpose, their names being recorded on tablets on the wells constructed at their expense." It is always our desire, as you are aware, that the natives should be encouraged to co-operate in works designed for the good of the country, and we have accordingly received with much gratification the above expression of your opinion.

13. In reference to the public works carried on in the Punjab, we have read with surprise and displeasure the following extracts from a letter, dated 22d May 1855, from Lieutenant-colonel Baker, secretary to the Government of India, in the department of Public Works, to the Commissioner in the Punjab:—

"I am

* Estimated cost 2,10,625 rupees; Roorkee Road; to be expended in 1855-56, 1,00,000 rupees.

† Estimated cost 1,16,598 rupees; bridges on 1st division of Great Deccan Road; to be expended in 1855-56, 84,592 rupees.

‡ Estimated cost 2,50,848 rupees; raising and metalling 2d portion of Great Deccan Road; to be expended in 1855-56, 1,25,000 rupees.

§ Works in Statement No. 2, 24,72,308 rupees.

Total sanctioned.	Expended.	—	
Rs. 24,14,594	13,70,714	24,71,708	2,43,236

¶ Total estimated expenditure on new works in the North-Western Provinces in 1855-56, 29,56,752 rupees.

"I am directed to state, that the Honourable the President in Council is desirous of having before him a statement of the monthly expenditure at present being incurred in the construction of public works in the Punjab; his Honor in Council being under the impression that the outlay on this account is very greatly beyond what the Government has any conception of, and beyond what the chief engineer in the Punjab can have the means of properly superintending."

Also, the following, being extract from the reply to the above, dated 4th June 1855, of Mr. Temple, secretary to the Chief Commissioner, to Lieutenant-colonel Baker:—

"From various causes none of the monthly or annual returns prescribed by the Government resolution of the 21st April 1854, have been received. The Chief Commissioner has had some difficulty in ascertaining accurately the current expenditure for public works since the establishment of the department on its present footing. Since January last, however, the chief engineer has rendered monthly returns of the assignments issued by him on the district treasuries in favour of the executive officers. From these statements the Chief Commissioner became aware that the expenditure was becoming excessive; and after some consideration, and inquiry, he arrived at the conclusion that some positive check on existing and contemplated outlays was called for. Consequently, on the 28th May, a letter* was addressed to the chief engineer, which, for various reasons given, prescribed, that for the present no assignment or letters of credit were to be issued without the previous sanction of the Chief Commissioner. A copy of this letter is appended, and that will explain all that the Chief Commissioner can desire to submit on the subject. Abstract schedules of assignments issued during the past year, and of the probable requirements of the department in cash for the next six months, are appended. A statement of the assignments for the past three months (that is, the quarter of February, March and April), also

* No. 525.

	Rs.	a.	p.
‡ February 1855 -	9,43,255	7	0
March „ -	4,25,230	3	7
April „ -	12,63,520	-	-
TOTAL -	Rs. 26,32,005	11	4

accompanies.† It will be seen that during the past year, just closed, no less than 94 lakhs have been disbursed, and that the chief engineer proposes to spend 58 lakhs more during the next six months. This latter amount will now, however, it is hoped, be greatly curtailed." And in a letter from Mr. Temple to Lieutenant-colonel Napier, dated 28th May 1855, he is reminded that

between the 19th April 1854 and 26th May 1855, he had been called upon seven times for his estimates and monthly assignments, and that, "although a year has elapsed since the formation of your department, yet no such return has yet been received;" that in regard to expenditure the Commissioner "is not able to acquire any accurate or regular acquaintance with that part of the subject;" and further, that "the assignments which you have granted on your own authority have aggregated a very large sum, and their current monthly amount shows an increasing ratio. For several months past they have exceeded 10 lakhs per mensem, and risen even to 13 or 14 lakhs for works of all kinds, both civil and military. At its present rate, the expenditure of your department will be not less than a million and a half sterling per annum." It hence appears that very extensive works have been undertaken without previously well-considered estimates, and involving disbursements of so grave an amount as to entail financial difficulties; and that the chief engineer, Lieutenant-colonel Napier, has given letters of credit or assignments to his subordinates upon the local treasuries by his own authority; and when called upon by the Chief Commissioner for the returns prescribed by the Regulations, did not furnish them. In consequence, the Commissioner very properly had recourse to the stringent measure of directing the local treasuries not to pay assignments without his previous sanction, and he limited the maximum monthly disbursements to 5 lakhs, or 60 lakhs per annum.

14. We approve of the communications made by Lieutenant-colonel Baker, by order of the President in Council, to the Chief Commissioner, regarding the non-transmission of the estimates of public works in time for the budget. It is indispensably necessary that our orders on the subject should be rigidly enforced.

15. We observe that ample testimony is borne to the untiring zeal and ability of Lieutenant-colonel Napier; but a want of method in matters of account and finance, and a neglect of orders with respect to the important matters upon which

which he has been addressed, neutralise his qualifications as a public servant, and a continuance of such neglect will render it necessary for you to make other arrangements for the due discharge of the duties of his department, in conformity with the system proscribed by you. We must add, that we cannot acquit the Chief Commissioner in the Punjab from blame for allowing those irregularities in so important a branch of the local administration, and must express our surprise that the power of granting assignments on the local treasurers should have been at any time allowed to the chief engineer without control by the Chief Commissioner.

16. We now proceed to notice the proposed disbursements for 1855-56. The sum asked for by the chief engineer, Lieutenant-colonel Napier, was 1,00,49,534 rupees, and the proposed expenditure in 1855-56, on works already sanctioned or in progress, amounted to the sum of 95,79,534 rupees, classified by your secretary under the following heads:—Military works, 40,00,000 rupees; road operations, 30,01,011 rupees; canal works, 22,40,000 rupees; miscellaneous, 3,38,523 rupees. For a large proportion of these works no estimates had been submitted by the chief engineer, the operations progressing under the general sanction given to the projects, and, as seems likely in some cases, without any sanction at all.

17. In passing in review the sums put down for various works, many of these, it appears to us, are not of an emergent character, and in others, the cost appears very much disproportioned to the work:—

At Meean Meer, a central church, 40,000 rupees; Mooltan new fort, 2,97,496 rupees; Methan Kote viaduct, 1,00,781 rupees; Sealkote female hospital, Her Majesty's 27th Regiment, 80,000 rupees; Sealkote married barracks, 1,47,148 rupees; Sealkote permanent privies, 75,250 rupees; Peshawur school, sergeants mess, and canteen, 58,593 rupees; besides 6 lacs for barracks. Meean Meer, 12 single cesspool privies, 54,000 rupees; Kussowlic, four double-storied barracks, and one married men's barrack and hospital, 3,47,000 rupees; Dugshai prison cells, 62,324 rupees; while the new hospital is to cost only 12,929 rupees for medical staff and convicts. The total of the columns of the general abstract for estimates of works in Statement 7, is 1,91,60,570 rupees, and, as 100 lacs is asked for 1855-56, we infer that 91 lacs have already been expended on the several works. The Chief Commissioner says (4th June 1855,) that assignments upon the local treasuries by Lieutenant-colonel Napier in 1854-55 were 94 lacs, and for the months of February, March, and April, 26,32,005 rupees.

18. When the budget came before you on the 10th July 1855, its tabular form was that of 1854, which had been set aside by that of August 1854, and the number and order of the statements were irregular. You saw no reason to modify the decision previously pronounced as to the amount to be expended on public works in the Punjab, in any one year; and you accordingly fixed 60,00,000 rupees as the limit of expenditure for 1855-56.* The Baree Doab canal works, which had been sanctioned on regular estimate, were ordered to be carried on without interruption: on the Lahore and Peshawur Road, whose roughly estimated cost is a crore, or 4,000 l. a mile, and on any other unestimated work it was decided that all operations, but such as might be indispensable, should be stopped till arrears of accounts of past works, and estimates for further portions, should have been completed; and the less urgent half of the military works was ordered to be postponed till the succeeding year. It was expected that by these means forty lacs of rupees would not be required, and that the total expenditure would thus be brought within the specified limit.

19. The works contained in the budget of public works for the Straits Settlements consisted of a new Protestant church, estimated at 1,20,932 rupees, or, by using convict labour, at 40,000 rupees; a new court-house, and a new Government house.

20. You

* Total intended expenditure on works in the Punjab in 1855-56, 60,00,000 rupees.

20. You sanctioned the estimates for the church and the court-house ; postponed, in the absence of a plan and estimate, the project for a new Government house ; and authorised the erection of a new post-office (at an estimated cost of 18,288 rupees),* stated to be greatly required, and only withheld from the budget by the Governor, on account of the greater supposed urgency of the other works.

21. No expenditure on new works previously sanctioned seems to be required in the Straits Settlements in 1855-56, and the total sum to be expended in that year is limited to 40,000 rupees.)

Pegu and Mar-
taban, and Tenas-
sirim.

22. You remark, that the statement forwarded by the Commissioner of Pegu "was incomplete as a mere list of works, and was useless as a financial statement, owing to numerous and important omissions." We greatly regret the impossibility of including in the general sketch of the expenditure proposed throughout India for 1855-56, the expected cost of the numerous and expensive works in progress in Pegu. We with you, however, that under the circumstances, a complete budget was not to have been expected ; and we join in the hope that exertions will be made to introduce method and order into the department, and that full information may be supplied in next year's budget

23. No works seem to have been in progress under the Commissioner of Mar-
taban and Tenasserim, and no matured projects were submitted for sanction ; and the Commissioner seems to think they will be confined for some time to roads and the electric telegraph. We observe that you have authorised a topographical survey of the country between Mergui and Moulmein, with a view to the formation of a first-class road throughout the length of the two provinces. Estimates for this work will of course appear in a future budget, should the project on examination be found to be practicable.

Nizam's Assigned
Districts.

24. The statement submitted by the resident at Hyderabad were very imperfect, both as to substance and form ; and as no engineering establishment has yet been organised for the assigned districts, complete returns were not to have been expected.

25. You very properly refused to sanction any considerable expenditure on roads, till the best lines could be selected by a competent engineer officer ; and the works authorised for the year 1855-56, estimated in the aggregate to cost 1,31,432 rupees, consist for the most part of official buildings.

Madras.

26. The budget submitted by the Madras Government contained in list No. 1 of new works, a proposed outlay of 26,15,381 rupees, and in list No. 2 of sanctioned works, of 75,50,100 rupees, of which 32,84,498 rupees had been already laid out. It was proposed to expend on works in this list, in 1855-56, the sum of 34,49,705 rupees ; and on those in list No. 1 of new works, it was proposed to lay out 17,09,475 rupees, making a total proposed outlay in 1855-56, of 51,59,179 rupees, with a future outlay of 17,21,769 rupees, making a total, with the amount already expended, of 1,01,65,446 rupees. In statement No. 1, twenty-four new projects required the sanction of superior authority, the greater number of them being of considerable importance, and their total estimated cost 26,15,381 rupees.

27. The sanction of two of the proposed works, viz., the formation of a direct road from Madras to Cuddapah ; and the construction of an annicut for purposes of irrigation on the Huggry River, in Bellary, was postponed by you on the ground, as regards the first project, of the uncertainty as to the construction of a railroad in the general direction of Cuddapah ; and as regards the second, of the

Total Estimated Cost								To be expended in 1855-56.
Rs.								Rs.
40,000	New church	-	-	-	-	-	-	20,000
25,000	Court-house	-	-	-	-	-	-	10,000
18,288	Post-office	-	-	-	-	-	(assumed)	10,000

† Total estimated expenditure on works in the Straits Settlements in 1855-56, 40,000 rupees.

the incompleteness of the information which the Madras Government had been in a position to supply. You also declined to sanction an item of 1,00,000 rupees on account of Lieutenant Haig's expedition to the Upper Godavery. The amount seems to have been applied for, under a misapprehension or forgetfulness of the immediate objects of Lieutenant Haig's deputation, which, besides the execution of the small works specifically sanctioned on the recommendation of Major Frederick Cotton, were intended to be limited to examination and inquiry, as the basis of future operations. We are desirous that these preliminary objects should be accomplished in a thoroughly efficient manner, and funds should be supplied for the purpose. When it shall have been ascertained, after complete investigation, what results may be expected from operations on the bed of the river, and what the probable expense of such operations will be, you will then be in a position to decide under the authority we have conveyed to you on the plan which may be best adapted for carrying out the important object of rendering practicable the navigation of the river. In the meantime, we approve the tenor of your instructions to the Madras Government.

28. The projects noted in the margin,* amounting in the aggregate to 12,19,242 rupees, received your sanction, either under the ordinary powers vested in you, or under the general sanction given by us to the prosecution of particular works. Of the above estimate it was proposed to expend 7,73,585 rupees in the year 1855-56. In this amount is included the cost of the Palar and Adyar Canal, to which we gave our sanction in our despatch dated 29th December (No. 105) 1854, for which you seem to have approved an additional estimate, and which you directed should be added to this list of works. The projects enumerated seem likely to promote, in varying degrees, the objects proposed: and we approve the sanction given to them. We notice with peculiar satisfaction the intended improvement of the harbours of Coringa and Coconada, and we agree with Mr. Grant in anticipating great benefit from the application of engineering skill and experience to this class of works.

29. The works which, under the rules in force, you necessarily reserved for our orders are estimated to cost in the aggregate 12,11,941 rupees, of which 7,65,887 rupees were to be expended in 1855-56. They are enumerated in the margin,† and to all of them we readily give our sanction.

30. The

* Total Estimated Cost.		To be expended in 1855-56.	
Rs.		Rs.	
3,15,932	Irrigation and navigation works in central delta of the Godavery	2,00,000	
1,09,930	Bridge over the Kistna Annicut, at Beywārah - - - -	1,00,000	
62,838	Improvement of Coringa Harbour - - - - -	62,838	
84,639	Improvement of Coconada Harbour - - - - -	84,639	
49,060	Improvement of Palghāt and Trichore Road in Malubar, with Bridges and Branches - - - - -	35,000	
52,083	Road from Calicut to Palghāt Road - - - - -	35,000	
34,906	Gradual improvement of roads in Canara - - - - -	34,906	
50,000	Bridge over Punnar River on Southern Coast Road - -	25,000	
30,743	Bridge over Hindree River at Kurnool, to connect the town and the cantonments - - - - -	20,000	
38,000	Bridge over the Coleroon on the Southern Road (estimated cost 1,30,000 rupees; contribution from Pagoda Funds, 92,000 rupees - - - - -)	18,000	
36,112	Repair and strengthening of Nussarum Aqueduct in Rajahmundry -	36,112	
43,087	Additional sea groins on beach at Madras	22,000	
2,21,872	Palar and Adyar Canal	1,00,000	
12,19,242		Rs. 7,73,585	
Rs.		Rs.	
2,34,304	Canal between Toonee and Samuleotta - - - - -	1,50,000	
1,17,389	Canal from Samuleotta to Coconada - - - - -	1,17,389	
1,22,367	Junction canal from Mogultoor to Coconada - - - -	70,000	
79,550	Channel from Roodoonair to Perikeed - - - - -	79,550	
1,34,834	Channel from Perikeed to Dendaloor - - - - -	80,000	
2,37,106	Prolongation of canal from Waseoor to Masulipatam - -	1,00,000	
1,46,787	Canal from Kistna Annicut to Kurnool - - - - -	80,000	
1,39,664	Extension of canal from Doogoorauzepatam to Kistnapatam		
	Back-water - - - - -	89,000	

No. 7 on list.

30. The projects occurring first, fourth, fifth, and seventh in order, will form a continuous line of water communication 182 miles in length from Toonee, in the northern part of Rajahmundry, to Inganampadu, six miles south of Guntoor. This line will constitute a portion of the intended "East Coast Canal," the formation of which was suggested by a committee of engineer officers, to whom was entrusted, shortly after the arrival of Lord Harris at Madras, the task of selecting such public works as might seem most worthy of immediate execution in that Presidency. We reserve the expression of our opinion on this important subject till it comes before us in a more direct manner; but, in the mean time, we sanction the construction of the detached portions connected with the Kistna and Godavery works, as well as of the extension of the canal* from Doogoorauzepatam to Kistnapatam, which forms part of the same general design.

31. The second and third projects, are canals of navigation only, designed to connect the coast canal and the other channels in the Godavery delta with Coconada; while the prolongation of the Weegoor channel to Masulipatam, besides affording means of irrigation, will complete the water communication between Masulipatam and Ibrampatam, which we expressed our desire to see effected in our public despatch, dated 27 April (28) 1854. From the remarks of Lieutenant-colonel Baker it would appear to be doubtful, whether the double objects of irrigation and navigation can be effectually secured, to the extent hoped for by the Madras Government, in some of the channels; but there seems no reason to doubt that the respective works will prove highly valuable, even if Colonel Baker's views should be verified, and the advantages realized be limited to the primary purposes contemplated in their formation.

32. The proposed expenditure on new works already sanctioned, is shown in Statement No. 2, to amount to 34,49,705 rupees.† The total amount to be expended in 1855-56 on works in list No. 1, being 15,39,474 rupees, the whole anticipated expenditure of the year on public works, exclusive of repairs, would amount to 49,89,179.‡ The Madras Government believed that the means of effective superintendence would be available for all the works proposed for execution, but we trust you will have satisfied yourselves that these anticipations have been verified, and that for such a work, for instance, as improving the tidal harbour of Coringa, the aid of an officer of ability, and possessing qualifications suited to the peculiar character of the work, has been secured, before operations are allowed to be actually commenced. You will cause the Government of Madras to have a general sketch map, adverted to by the secretary to the Government of India in his memorandum of the 7th of May 1855, constructed without delay, and not less than 40 copies sent to us as soon as practicable.

Bombay.

33. The total cost of sanctioned works and new works is 1,02,33,555 rupees, of which it is proposed to expend in 1855-56, 32,30,489 rupees. The new works comprised in statement No. 1 of the Bombay budget, were fifteen in number, and their estimated cost was 18,68,580 rupees.

34. You thought it necessary to await further information regarding the opening out for cart traffic of the road from Peinth to Balsar, before submitting the project for our approval; and the same course was resolved on, with regard to the proposed construction of barracks and hospitals, for a regiment of European infantry, at Colaba. The scheme proposed by Mr. Frere for a boat canal to avoid a dangerous rapid on the Indus, near Bukkur, was considered by you too immature for sanction; you postponed a decision with regard to an artillery school at Ahmednugger, pending the settlement of a standard design for schools generally, and you declined to sanction the grant of 50,000 rupees to be used at the discretion of the Commissioner in Sind, in the execution of emergent public works, which was recommended on the ground of the shortness of the working season in that province, and the distance of the controlling authority. We are of opinion that sufficient grounds were shown in the correspondence submitted by the Government of Bombay, for vesting in the Commissioner

† Works in Statement No. 2; to be expended in 1855-56, 34,49,705 rupees.

‡ Total estimated expenditure on new works in the Madras Presidency 1855-56, 49,89,179 rupees.

sioner in Sind some special discretion, as regards expenditure on public works. Such a delegation of authority would be by no means new as a matter of principle, as the revenue officers, at least in the Madras and Bombay Presidencies, are at present authorised to incur expenditure, within specified limits, on works of public improvement. We think, therefore, that a similar discretionary power, to an amount suited to the circumstances of the province, might be conferred on the Commissioner in Sind, who should, however, be required to submit a half-yearly statement of the manner in which the power in question may have been exercised.

35. Your sanction was given to the works enumerated in the margin,* estimated to cost in the aggregate 4,07,472 rupees, of which it was proposed to expend 2,61,461 rupees in the year 1855-56. We approve the sanction given to the expenditure required to complete the road over the Deweh Ghât, and any remarks we may have to make on the proceedings in connection with the work will be communicated to the Government of Bombay. The proceedings of that government with regard to the church at Hyderabad, do not seem to have been in accordance with our orders on the subject of church-building generally, though the Government express an intention of seeking contributions from private individuals before finally carrying out the design. It is desirable that a full understanding should be come to, as to the sources from which the funds are to be provided, before any plan is finally approved by Government; and our orders, limiting the contribution of Government to the cost of a plain substantial building, and leaving all additional expense to be defrayed from private sources, must be constantly acted on.

36. The projects to which our sanction is solicited are limited to the construction of four bridges on the Poona and Nassuck Road; and a depôt for Government timber on the coast near Colaba to be formed on ground to be reclaimed from the sea for the purpose.

37. We sanction the construction of the proposed bridges on the Poona and Nassuck Road,† which is a line of great importance, and in which improvements have been effected to a considerable extent in recent years. As regards the timber depôt, which it is proposed to form at a cost of 1,74,074 rupees, the information before us, as to the inconvenience which has resulted from the want of such a depôt, or, as to the advantages of the particular plan recommended for supplying the deficiency, is not such as to convince us of the urgency of the work. With reference, therefore, to the present great demand for an enlarged expenditure on works of undoubted public importance, we desire that the formation of the proposed depôt may be suspended till further information on the subject has been placed before us.

38. The intended expenditure on the works comprised in Statement No. 2, amounts to 32,30,489 rupees; but in calculating the outlay on new works, 1,66,000 rupees may be struck off this sum, on account of "Extraordinary Repairs," which are included in the statement to an amount exceeding 2,00,000 rupees, of which it is intended to spend about five-sixths in 1855-56. The expenditure on List 2 would thus be reduced to 30,64,489 rupees; which, added to

* Total Estimated Cost.

To be expended in 1855-56.

Rs.		Rs.
30,686	Completion of the road from Humsour to Sasseoor - - -	30,686
68,191	Improving and metalling a portion of the Agra and Bombay Road - - -	68,191
74,620	Road over the Koondalaree Ghât, between Surat and Mulligaum - - -	10,000
39,528	New church at Hyderabad, in Sind - - -	25,000
28,514	New custom-house at Kurrachee - - -	28,514
34,070	Altering European Barracks at Belgaum - - -	34,070
72,265	New Barracks for the married soldiers of artillery at Ahmednuggur - - -	35,000
59,598	Alterations in the Artillery Barracks at Ahmednuggur - - -	30,000

† Total estimated cost 1,65,613 rupees; bridges on Poona and Nassuck Road; to be expended in 1855-56, 1,41,413 rupees.

to the amount in List No 1, sanctioned by us, and by your Government, makes a total sum of 33,67,363 rupees to be expended on new works in the Bombay Presidency in 1855-56.*

39. The summary given in the margin † shows the total amount of the proposed expenditure in all the Presidencies, as stated by us in the preceding paragraphs, which, except as regards the Punjab, is all on account of new works. We have not included any sum on account of Pegu in this summary, on account of the opinion expressed by you as to the character of the statements received by the Commissioner. We observe, however, that in the statement drawn up in the office of your secretary, of the probable expenditure in 1855-56, the outlay on works in progress in Pegu is assumed at 30,00,637 rupees, which will raise the total amount to 2,40,64,331 rupees.‡

40. This amount differs to a considerable extent from that (2,47,48,219 rupees) exhibited in the statement of the prospective expenditure on new works in 1855-56, which was forwarded in your letter, No. 36, of 1855. The discrepancy may in part be accounted for by the statement in question, including all the sums recommended by you for our sanction, some of which, either under previous orders, or under those contained in this despatch, will have been struck out of the budget. We observe, however, that there is included in the statement the estimated cost of the enlargement of the opium agency buildings at Ghazee-pore, which you stated in your orders on the North-Western Provinces' budget to be still under consideration, and that among the works stated to be sanctioned in the Straits Settlements, there is apparently inserted the cost of the new Government house, which was expressly reserved by your orders for the budget of the succeeding year. The amount of the expenditure said to have been recommended for our sanction under the head of the Public Works department in the Bombay Presidency, is also stated at a much higher sum than is borne out by the budget. With these manifest inaccuracies in the statement which you have forwarded, we must assume that the result at which we have arrived from our own examination of the budgets, and your proceedings thereon, is substantially correct.

General Remarks.

41. It was not practicable to observe in the preparation of the budgets which we have now reviewed the orders on the following points, contained in our despatch, dated 20th December (96) 1854, on the new arrangement of the Public Works department for Madras, and which orders should be made applicable to all the Presidencies :

1st. The assignment of a fixed annual sum within which the expenditure on public works shall be confined.

2dly. The submission of a full report by the controlling authority in the department of Public Works, of the capabilities and requirements of the territory under its care, as to works of public improvement.

3dly. The calculation of the cost of ordinary and extraordinary repairs of public works, a statement of which is to be submitted to the Government of India for information, each year.

42. It will, probably, be some time before a judgment can be formed as to the annual sum which should be set apart for public works in each Presidency.

We

* Total estimated expenditure on new works in the Bombay Presidency in 1855-56, 33,67,363 rupees

	Rs.
Bengal - - - - -	85,80,400
North-Western Provinces - - - - -	20,00,762
Punjab - - - - -	60,00,000
Straits Settlements - - - - -	40,000
Assigned territories of the Nizam - - - - -	1,00,000
Madras - - - - -	48,80,179
Bombay - - - - -	33,67,363
	Rs. 2,10,33,694

† Pegu, 30,00,637 rupees, total estimated expenditure for all the Presidencies, 2,40,64,331 rupees.

We desire, however, that you report to us your opinion on the subject, when sufficient knowledge as to the wants of each division of territory may have been acquired.

43. We desire that our orders for a report on the works required in each Presidency, founded on a comprehensive view of its "capabilities and requirements," may be complied with as soon as practicable. The Bombay Government forwarded to you a sketch map, containing a system of roads, which the chief engineer of that Presidency proposed to make the basis of his future operations, but this does not in any way meet the object in view. The subject should be seriously and deliberately considered by the officer at the head of the department of Public Works, in consultation with the other departments of the administration. The conclusions to which he may come should be brought under the review of the local government, on whose responsibility the plan, with such modifications as they may deem fit, should finally be submitted to you. When such a scheme, embracing not only the means of land communication, but all other branches of public works, shall have been approved, the labour of the several Governments in deciding on the works to be recommended for execution in each year will be materially abridged and simplified.

44. The maps which you have ordered to accompany each budget, showing the roads in various stages of progress, and those proposed for execution, will be very useful, and will of course be forwarded to us.

45. There is a point of very considerable importance connected with two of the projects discussed in the foregoing paragraphs to which we desire to direct your especial attention, not only with reference to the particular works in question (those of the Great Deccan Road between Mirzapore and Kamptee, para. 10), and the road between Lahore and Peshawur (para. 18), but to all cases of a like character which may present themselves in any part of India. The point is this, before the introduction of railways into India was contemplated, or, in other instances, before the direction of the several lines was determined on, ordinary roads were planned, and more or less of progress has been made towards their completion. The great and expensive steps of metalling and bridging these roads are now in actual execution, or in immediate prospect. But the courses of some of these roads, and especially of those above mentioned, are almost identical with the lines which have been selected for railways, a means of communication far preferable, of course, even to the best ordinary road. In all such cases, it should be a matter of careful consideration, whether, with reference to the limited pecuniary resources of your Government for all public works, it be expedient to expend, to take the example of the Lahore and Peshawur Road, so large a sum as 4,000 l. per mile, being about half the average cost of a railway, upon a work, the use and advantage of which will be in a very great measure superseded, as soon as the projected railway between these two important stations has been completed. As soon, indeed, as that has been done, the want of the country will manifestly be not a road, however good, running parallel with the railway, but roads of the best description that can be made, running at right angles with that great instrument of personal and commercial intercourse, and connecting with its stations all the most important districts on each side of its course. These considerations would seem to point to the importance in such cases of keeping the best object steadily in view, and of husbanding our resources, in order to promote it at the earliest date, and in the most effectual manner.

46. As a secondary matter, it may be well to consider, in case it be deemed expedient on sufficient grounds to build bridges of any magnitude for an ordinary road, in a part of the country which it has been determined to traverse by a railway, whether such works might not be constructed at such points and in such a manner as to embrace both the objects in view, to be used for the road until rails can be laid over them for the larger and better purpose.

47. We observe that you have ordered that the amount, of estimated repairs should be included in Statement No. 2 of the annual budget. It is our wish that expenditure on new works should be kept entirely distinct from that on

works sanctioned and in progress, and on repairs ; and that on repairs should be exhibited in a separate statement.

48. You very properly informed the Government of Bengal that the works included in the budgets should not be arranged according to the circle of superintendence under which they might fall, but should be classified according to their respective characters, so as to exhibit the total proposed expenditure on each general class of works. This instruction should be made general, and it would be desirable that the distinction ordered in para. 30 of our despatch No. 96 of 1854, to be made in the accounts of the department between "expenditure in the nature of investment of capital, and disbursements having no such character," should be observed in making the classification.

49. We have already noticed the irregularity committed by the Bombay Government with regard to the church proposed to be built at Hyderabad. A similar course was pursued in respect to the church at Singapore, at which flourishing and lightly-taxed settlement it could least of all be expected that the community should be provided with church accommodation at the expense of Government. It seems necessary, in order to guard against such instances of disregard of rules deliberately adopted, that before proposals for the construction of churches, or for the execution of other public works, are considered in the department of Public Works, the question whether the particular works proposed should be undertaken at all by Government, and how far existing regulations may bear on the proposals, should be considered in the department to which they may respectively belong.

50. The question of the manner in which funds are to be provided for the expenditure which we have now sanctioned, and which we may hereafter sanction on public works included in the annual budgets, does not come before us in this department. It is sufficient here to remark, that our attention has recently been given to the subject in the financial department, and that the instructions conveyed in the present despatch are to be regarded as subordinate to the orders as to the limitation of expenditure conveyed in our financial despatch, dated 17 June (No. 48) 1856.

51. The orders which you have given, that the annual budgets shall be forwarded to you not later than the month of January preceding the commencement of the official year to which they relate, will secure the object of enabling you to decide on those projects which may be beyond the power of the local Government to sanction, and may come within the limits to which you are empowered to authorise expenditure on particular works. For those larger works, however, on which a reference has to be made to us, the time will be insufficient to allow of our orders reaching India till some time after the year has commenced. We refer for your consideration the mode in which any inconvenience arising from this cause may best be avoided ; and we would observe that it is not, in our opinion, absolutely necessary that all references with regard to new projects should be reserved for the annual budgets, although they will necessarily be included in them when presented. In the case of roads and other works, which may form part of a general plan or system, the rule may be necessary ; but in respect of buildings and other works, complete in themselves, there seems to us no objection to proposals being submitted for our orders, in anticipation of the budgets, the plans being still entered in Statement No. 1, for the year of execution.

52. We have only, in conclusion, to express our entire approval of the determination which you have evinced, in dealing with the budgets of 1855-56, not to sanction the prosecution of any work of importance till plans and estimates shall have been framed, and till all the facts which can materially affect the question of its expediency shall have been fully ascertained and considered. It is mainly from a disregard of this sound principle that the department of Public Works in the Punjab has been brought into such a state of confusion ; and it is only by its future maintenance, and by securing the means of scientific supervision for all works in progress, that in the prosecution of public works on an extended scale, inefficiency of execution and wasteful expenditure can be effectually prevented.

53. We have to remark, that the collections are needlessly encumbered with elaborate specifications and measurements of works, and calculations of labour in cubic feet of earth, which can in no way assist our judgment in deciding upon the utility of the works proposed.

We are, &c.

London, 9 July 1856.

(signed) *H. H. Sykes,*
R. D. Mangles,
&c., &c.

Public Works Department, dated 17 April (No. 8) 1857.

Our Governor-General of India in Council.

Para. 1. On the 3d November last we received the Madras Budget of Public Works for 1856-57, referred to in your letter, No. 58, of the 9th September, having previously, at intervals, during the preceding seven weeks, received with your letters,* Nos. 36, 42, 48, and 56, the budgets for the assigned provinces of Hyderabad, for Bengal, Bombay, and the North-Western Provinces. The budgets for the Punjab, Nagpore, the Straits Settlements, and Pegu had not then arrived. We were, however, unwilling on that account longer to withhold our instructions respecting such as had already reached us, and which we shall here review after making one prefatory remark.

Budgets for 1856-57 of Bengal, the North-Western Provinces, the assigned Provinces of Hyderabad; Madras and Bombay.

2. The budgets before us purport to exhibit, among other particulars, the expenditure authorised for the year 1856-57, both on uncompleted works sanctioned in former years, and on newly projected works sanctioned either by the subordinate governments or administrations, or by yourselves; and likewise the expenditure recommended for the year on new projects, of higher estimated cost, for which our sanction is requisite. These budgets should, conformably to prescribed rule, have been sent to you by the 1st January. The earliest of the budgets, however, that for the Hyderabad provinces, is dated 23d February, that for Bombay on the 27th February, and the other three either in March or April. Not one of those received came into our possession until the middle of September, and some are still wanting, so that the authority which we may now give for expenditure during 1856-57 cannot possibly, in most instances, reach the officers who should act upon it until the year for which the expenditure may have been authorised shall have nearly, if not entirely closed.

3. The discrepancy hence resulting between actual and authorised expenditure, both for the current, and for at least one future year, is a smaller evil than the delay in the commencement of important works consequent on delayed sanction. This delay will be the more protracted, because, though what is termed the "working season" in India terminates in the spring, and about the same time as the official year, it does not recommence till the autumn, so that a road or a canal planned in 1855, and which would have been begun in September 1856, if our sanction had been received early enough, may now have to be delayed, not merely until next April or May, but until the following September or October.

4. We make great allowance for the shortcomings of establishments newly organised, but it is evident that unless the delay alluded to can be prevented in future, the budgets in their present form must perplex and mislead not only those who seek in them for financial statistics, but also the executive officers, who regard them as containing programmes of the ensuing season's operations.

5. As regards ourselves more particularly, it is impossible for us, in the absence of any one budget, to take a comprehensive view of the proposed expenditure for the whole empire; or, in case the state of the finances should render imperative the postponement of some of the projected works, to determine satisfactorily what particular works in the different Presidencies should be deferred. You should carefully collate the budgets of every part of India before selecting
from

Dated respectively 8 and 31 July, 18 August and 1 September 1856.

from them any schemes for recommendation to us, and you should at the same time be careful to furnish us with such a synopsis as that of the budgets for 1855-56 which was transmitted with your letter, No. 36, of the 12th October 1855.

6. With this preliminary observation we proceed to examine the budgets before us.

Bengal.

7. The first of the two statements of which, agreeably to the form prescribed, the Bengal budget consists, contains (exclusively of new projects rejected or deferred) nine new projects which have received your sanction, and four which are referred for our decision.

8. Of the nine projects sanctioned by you the aggregate estimated cost is 3,43,531 rupees, of which 2,93,838 rupees were to be expended in 1856-57.*

9. Of the projects submitted for our consideration, the first is for remodelling and metalling a road, or rather a system of roads, in Cuttack, consisting of three branches; 1st. From Rajghaut, on the boundary of Midnapore, to Cuttack, 131 miles. 2d. From Cuttack to Porce, 50 miles. 3d. From Cuttack to the frontier of the Madras territories, on the way to Ganjam, 69 miles.

10. The first two branches constitute the "Pilgrims' Roads" to Juggurnaut, and the third, known as the "Khoordah Road," is a main link in the communication between Calcutta and Madras; but all three must always have been in a very unsatisfactory condition. So long ago as 1848, the present chief engineer described them as from 20 to 26 feet wide, and as being raised from one to five feet above the adjoining ground, but as unmetalled, and liable, for want of sufficient waterway at the bridges, to continual breaching from floods. Nothing has since been done to supply this radical defect, and they have consequently been progressively deteriorating.

11. You now request our sanction to three estimates, amounting respectively to 6,41,655 rupees, 84,451 rupees, and 1,66,929 rupees, for the virtual reconstruction of the three roads; the first estimate prepared by Mr. Armstrong, Civil Engineer, the other two by Lieutenant Dixon, Executive Officer of the Cuttack Division.

12. Mr. Armstrong's estimate relates to the line from Rajghaut to Cuttack, of which he is in charge, and is accompanied by a minute and elaborate report. This states that the road runs for the most part through a low, level plain, bounded on one side by the sea, and on the other by ranges of hills, from which, during the rains, swollen rivers and torrents descend towards the coast. The larger rivers are unbridged, but 284 bridges, placed along 131 miles of road, open a passage to the smaller streams. The bridges, however, consisting generally of arches from two to eight feet wide, afford so inadequate an opening that the floods periodically overtop the road, covering it with several inches of water, and making numerous breaches, sometimes as much as 350 feet long, and 16 or 18 feet deep. In these circumstances it is evident that the most essential improvement, and that which must precede all others, is increased waterway; and for this Mr. Armstrong would provide by altering old bridges and by building new ones, substituting arches of 12, 16, or 20 feet span for those of two, four, or six feet.

The

	Total Estimated Cost.	Amount to be expended in 1856-57.
	Rs.	Rs.
New dispensary at Calcutta - - - - -	26,175	26,175
Platform for crossing an unbridged river - - - - -	4,691	4,691
Bridging road from Debrighur to Gola Ghaut - - - - -	1,00,000	1,00,000
Road from Silehar to Asoloo - - - - -	44,580	44,580
Road from Chinn Poonjee to Asoloo - - - - -	25,000	25,000
New gaol at Sebsaugor - - - - -	46,846	25,000
New Collectors' cutcherry at Mozuffurpore - - - - -	29,072	18,000
Shed on customs export wharf - - - - -	41,971	25,196
Inspection bungalows in the Cuttack Division of embankments	25,196	25,196
Rs.	3,43,531	2,93,838

The road would next be raised and metalled, for at present its surface exhibits chiefly a very tenacious, plastic clay, cut up into deep furrows during the rains, until wheeled traffic becomes almost impossible, and hardening afterwards with the same unevenness under the influence of the sun and wind. We desire here to call your attention to para. 4 of our letter of the 14th January 1857, wherein we informed you, that for the repair of roads in this country it is occasionally the practice of contractors not to bring any material for metalling, but half burn the soil, and then beat it into a macadamised road. We are desirous that an experiment of this description, on a small scale, should be made on the road now referred to. The estimate for all that is proposed, in order to make this a first-class road, suitable for traffic at all seasons, is 6,41,655 rupees, or about 5,000 rupees a mile. The rates, generally, are stated to be moderate, and those of masonry low; but what may be regarded as a fact of especial significance is, that the estimate includes a sum equal to one-fourth of its whole amount, on account of what are styled "annual repairs" for 1855-56, which must, we presume, have been executed as temporary expedients, even though no permanent improvements had been designed. These repairs relate principally to damage occasioned by floods; and if the average annual cost of such repairs may be inferred from the estimate for 1855-56, there can be little question as to the economical advantage of getting rid of the constantly recurring necessity for them by an outlay equal to four times their annual cost. We accordingly sanction that part of the project which relates to the road between Rajghaut and Cuttack. As this road, however, runs through a flat, level plain, we would suggest to you whether this might not be a good place to try laying down tram-rails. The road would still be left perfectly good for all other kinds of traffic, and the saving in draught power would be very great.

13. Our sanction must be withheld, for the present, from the two other portions of the project, embracing the road from Cuttack to Pooree, and the Khoordah road. Estimates for re-modelling these roads are furnished,* but are unaccompanied by reports, because, as is stated by Lieutenant Dixon, he could not, without making an inspection tour, in company with Lieutenant Harris of the Embankment Department, decide whether certain embankments, proposed by the former, might not supersede the necessity for renewal of certain bridges, proposed by himself. The bridges here alluded to are all on the Cuttack and Pooree road, to which alone Lieutenant Dixon's reason for not submitting a report could apply; and with respect to that road, the reason assigned by him should have equally prevented his submitting an estimate, which, with one large item left blank, is not in a state to receive our sanction.

14. On the Khoordah road Lieutenant Dixon seems to have thought that there was nothing "requiring any particular report;" but there is one most important point on which information is indispensable. Upon this road, according to Colonel Goodwyn, there are 200 bridges, which it is to be feared are not in general constructed on a better principle than those on the Rajghaut and Cuttack road. If this be the case, it is essential to know, and we direct immediate inquiry, whether their deficiency in water-way does not cause similar damage from floods, and whether the expense of heightening and metalling the road, while the bridges remain unwidened, would not be money worse than thrown away, since it is obvious that a loftier embankment, which did not effectually resist an inundation, could serve only to make that inundation more violent and disastrous.

15. The second project upon which our decision is required is one for the formation of a road, 27 miles long, from Jeeagunge, in the neighbourhood of Moorshedabad, to Nulhattee, the nearest station on the line of the East Indian railway; this scheme is in partial substitution for a design previously entertained of connecting Calcutta and Moorshedabad by a direct road, the necessity for which is now of course superseded by the railway. We have already pointed out to you, on more than one occasion, how desirable it is, that, simultaneously with the railways, lateral roads, which may serve as feeders to them, should be constructed;

* Estimate for the Khoordah Road, 84,451 rupees, estimate for the road between Cuttack and Pooree, 1,66,929 rupees.

constructed; and the proposed road from Jecagunge to Nalhatty, while serving this purpose for a district of extraordinary productiveness, would at the same time connect Moorshedabad with Calcutta much more effectually than an ordinary highway in a direct line between the two cities.

16. The estimate for the short road proposed amounts to 2,15,772 rupees, or about 7,791 per mile; but this high rate provides for a line with gradients and curves adapted to the branch railway, which, it is not doubted, will hereafter be constructed upon it. Although, however, it is obviously expedient in this case to adopt such breadth of road and such curves as may afterwards serve for a railway, there would seem to be no advantage in making, in the first instance, easier gradients than may suffice for a common road. For this reason, the cost of earthwork may, as you observe, be reduced, and a reduction of one-fourth may also be expected in another item, since the width proposed to be metalled may, in your opinion, be safely reduced from 20 feet to 15. We sanction the project with such modifications as are implied in these remarks.

17. We also accord a qualified sanction to the third estimate referred to us; viz., that for constructing a new gaol of masonry at Akyab, at an expense of 1,56,948 rupees. The former gaol, a thatched wooden building, was burnt down in 1853, and since that time, the prisoners have been "huttet in miserable sheds," from which it is absolutely necessary, both for their health and their safe custody, to remove them as soon as possible. On this account it is most desirable that a new gaol should be built at once; but the plan, as now proposed, besides being probably susceptible of minor modifications, calculated to diminish its cost, is also, you inform us, designed on a larger and more elaborate scale than would otherwise be necessary, in order to fit it for the reception of "term convicts," under sentence of the Supreme Courts. These convicts are now transported to Akyab; but you are considering the policy of discontinuing transportation for terms short of life; and, in case of its abolition, a gaol for local criminals would suffice at Akyab. Pending a decision on this point, our sanction to the amount of the present estimate as a maximum is solicited, and we accord it in order to prevent further delay in providing suitable quarters for prisoners at Akyab.

18. On the questions of drainage, ventilation, and space, the opinion of the Inspector of Prisons for Bengal will necessarily have been called for.

19. The last of the projects referred to us is for remodelling the opium factory at Patna, at an estimated cost of 1,34,227 rupees. To this our sanction has already been given in a separate despatch.

20. The total estimated cost of the four works thus sanctioned is a maximum of 11,48,602 rupees, of which it was proposed to expend 5,41,114 rupees in 1856-57.* The amount to be expended during the same season on works already sanctioned, is entered in Statement No 2 of the budget, at 35,99,684 rupees, exclusively of 1,00,000 rupees † subsequently allowed for unforeseen contingencies. The aggregate amount, therefore, appropriable during the year to public works in Bengal may be stated at 45,34,636 rupees.‡

21. Three

		Total Estimated Cost.	Amount to be expended in 1856-57.
		<i>Rs.</i>	<i>Rs.</i>
* Road from Rajghaut to Cuttack	- -	6,41,655	3,00,000
Road from Jecagunge to Nalhatty	- -	2,15,772	1,00,000
Gaol at Akyab - - -	- -	1,56,948	50,000
Patna opium factory - - -	- -	1,34,227	91,114
<i>Rs.</i>		11,48,602	5,41,114

† See Government Letter, No. 67, dated 18 September last.

		<i>Rs.</i>
‡ Proposed expenditure in 1856-57, on works sanctioned by Government of India	- - -	2,02,838
" " on works sanctioned by Court	- - -	5,41,114
" " on works previously sanctioned	- - -	36,99,684
<i>Rs.</i>		45,34,636

21. Three estimates entered in the budget for these provinces have received your sanction; one for a road from Nuldroog to Foljapore, amounting to 5,451 rupees; another for cleaning the fort at Nuldroog for the sum of 2,577 rupees; and a third, amounting to 1,363 rupees, for a new descent of the Foljapore Ghât. A scheme for the construction, at an estimated cost of 63,218 rupees, of a road across the Raichore Dooab from Hooljée to Hoobkeree, forms part of a larger design for a continuous road from Bellary to the sea, and, having been separately referred to us, has been sanctioned by us in a separate despatch. The amount entered in Statement No. 2, as proposed for expenditure on previously sanctioned works, is 40,970 rupees. The entire sum* therefore appropriated to public works in the assigned Hyderabad Provinces during the current season, may be stated at 1,13,579 rupees.

Assigned provinces
of Hyderabad.

22. Statement No. 1 of the Budget for the North-Western Provinces comprises three projects regarding which you have called for further information, seven† which you have sanctioned, and two which are referred to us.

North-Western
Provinces.

23. Of the latter, the first is one for a metalled road between Meerut and Kurnaul, estimated to cost 5,80,744 rupees. In your correspondence in this department, both with the subordinate Governments, and with ourselves, you have on more than one occasion alluded to the importance of specially regarding in all new plans for common roads, the course likely to be selected for railways in the same vicinity. This principle would seem however to have been overlooked in your recommendation of the road under consideration. The road, when completed, would, it is said, shorten the distance between Allyghur and Kurnaul by eight miles, and would proportionably facilitate the march of troops to and from the Punjab. But besides that such advantage would be most extravagantly purchased at an expense of nearly six lacs, it seems clear that whatever might otherwise have been the utility of the road, it would be almost entirely deserted as soon as the East Indian Railway reached the latitude of Kurnaul. The railway would then become the line of communication with the Punjab, and whether a high road between Meerut and Kurnaul were or were not in existence, a connecting link between Meerut and the nearest point on the railway would be indispensable. It was considerations of this kind which (as noticed in a preceding paragraph) caused you to reject a proposal for a road from Calcutta to Moorshedabad; and just as in that case it was deemed preferable to make a short line from Moorshedabad to the railway leading from Calcutta; so in this instance should a short road be preferred from Meerut to the railway, which it is presumed will pass near Kurnaul.

24. We

								Rs.
* New Works :								
Road from Nuldroog to Foljapore	-	-	-	-	-	-	-	5,451
Cleaning fort at Nuldroog	-	-	-	-	-	-	-	2,577
New descent of the Foljapore Ghât	-	-	-	-	-	-	-	1,363
Road through the Raichore Dooab	-	-	-	-	-	-	-	63,218
								72,609
Works previously sanctioned								40,970
								Rs. 1,13,579

	Total Estimated Cost.		Amount to be expended in 1856-57.	
	Rs.		Rs.	
† Agra Barracks	4,50,977		2,50,000	
Roorkee Sapper Cantonment	1,38,078		20,000	
(The estimates in both these cases are for works already far advanced, their construction having been authorised in anticipation.)				
Chief Engineer's office at Agra	33,048		33,048	
Jukoor Canal	99,651		50,000	
Machwa Bridge	27,436		27,436	
Saugor and Indore Road	71,379		41,656	
			4,22,140	
Exclusive of an advance in anticipation of estimates on account of the Cawnpore Barracks			2,50,000	
			Rs. 6,72,140	

24. We must, therefore, decline to sanction this project. But surveys may at once be made for a road from Meerut to the most convenient point on the line of the future railway. That point would apparently be at or near Delhi, a road from which city to Meerut is a thoroughfare so greatly used at all times.

25. The remaining entry in the budget, upon which our decision is needed, viz., an estimate amounting to 1,39,322 rupees for metalling and bridging the portion of the Agra and Bombay road, between Agra and the Chumbul, is sanctioned.

26. The sum proposed for expenditure in 1856-57 on the work just mentioned was 1,00,000 rupees: the amount to be expended within the same period on the new works which you have sanctioned was 6,72,140 rupees; and the estimated outlay on works previously sanctioned was 3,33,523 rupees, exclusive of the cost of repairs which is not given, and exclusive also of a sum of 1,00,000 rupees allowed for contingencies. The total amount* applicable to public works in the North-West Provinces during 1856-57, may therefore be stated at 12,05,663 rupees.

27. Of the projects entered in Statement No. 1 of the Madras Budget, your sanction has been given to thirty-one,† the estimates for which are each under one

	Rs.
* On works sanctioned by Court - - - - -	1,00,000
On works sanctioned by Supreme Government - - - - -	6,72,140
On works formerly sanctioned - - - - -	3,33,523
Contingencies - - - - -	1,00,000
	Rs. 12,05,663

	Total of Estimate. Rs.	Proposed Expenditure in 1856-57. Rs.
† Calingaroyen Channel in Coimbatore - - - - -	64,898	40,000
Improvement of Const Canal between Madras and Ameen Covil - - - - -	72,800	40,000
Widening Palicole Canal, and making a Lock at Nursapore -	57,280	57,280
Canal from the Tuddry River to Coomptah - - - - -	36,021	36,021
Raised Causeway and Bridges over the Punungardee Back- water - - - - -	33,023	33,023
Masonry Works on the Road between Covoor and the Moodce- gunda River - - - - -	84,580	50,000
Masonry Works in completion of Trunk Road No. 7 - - -	80,434	60,000
Bridge over the Vellaur, on Trunk Road No. 8 - - - - -	37,263	18,631
Additional metalling of Road between Oolandoorpet and Sa- menverum - - - - -	37,313	37,313
Bridge over the Pennaur - - - - -	46,901	23,450
Bridge over the Guddelum - - - - -	25,869	12,034
Road from Vizagapatam to Palaprety - - - - -	46,750	30,000
Road between Masulipatam and Ibrahampatam - - - - -	43,250	30,000
Bridge over the Boogairoo - - - - -	38,558	20,000
Bridging the Bellary and Humpsagur Road - - - - -	50,250	39,500
Bridge over the Coom, near Daumbode - - - - -	26,860	15,000
Road from Chingleput to Tetry - - - - -	41,130	10,000
Road from Trivatoor to the Palaur Annicut - - - - -	38,800	15,000
Bridge over the Palaur at the Annicut - - - - -	94,400	50,000
Bridge over the Vallaur on the Southern Coast Road - - -	35,020	17,510
Road from Trichinopoly to Salem Boundary - - - - -	50,000	30,000
Road from Trichinopoly to join Trunk Road No. 9 - - -	43,600	25,000
Bridge over the Vignry at Madura - - - - -	42,200	21,100
Pulkanooth and Nella Cottah Road - - - - -	25,560	25,560
Road from Palamecottah to Tuticorin - - - - -	67,361	44,000
Bridge over the Ambravaty - - - - -	63,830	28,000
Bridging the Guersappa Ghât Road - - - - -	25,094	16,000
Buildings for Sappers and Miners at Dowlaiswarum - - -	47,028	47,028
New Hospital for European Barracks at Bellary - - - -	82,330	50,000
Improvements to Custom-house at Madras - - - - -	70,040	50,340
Civil Audit Office - - - - -	37,350	37,350
	15,63,493	10,10,040
Kistnah Annicut Channel from Vellahbapoorum to Tide Water	1,39,700	say 50,000
Reconstruction of Barracks at Bangalore - - - - -	1,55,600	50,000
	Rs. 18,59,793	11,10,040

one lac of rupees, and to one project involving an outlay of larger amount, but not considered to require a special reference to us, as being a necessary development of the Kistnah annicut works, long since sanctioned by us.

28. You have also, in anticipation of the approval now given, sanctioned a project for improving, and adopting for the reception of an European infantry regiment, the dragoon barracks at Bangalore. This you did in order to save the expense of extensive temporary repairs of the roof, which must have been made immediately, unless it had been determined to commence at once on the proposed reconstruction of the whole building.

29. Ten projects enumerated in the margin * still await our orders, and nine of them we readily sanction. The three works of irrigation promise, according to what appear sufficiently cautious calculations, to yield abundant interest on their cost; the four roads are designed to complete the important line connecting Madras with Calcutta; and bridges in situations apparently so well selected as those over the Pennaur and on the Chittoor and Cuddapah road, are, in many parts of the Madras territories, if possible, even more indispensable than roads themselves.

30. The present estimate for married soldiers' quarters at Bangalore is, however, disallowed. It provides for accommodation much beyond what is authorised in our Military Despatch, No. 187 of 5th November last, and a new estimate must be prepared, adopted to the limitations therein enjoined.

31. The total amount required for the thirty-three projects to which your sanction has been given is estimated at 18,58,793 rupees, of which we may assume that 11,10,040 rupees were to be expended in 1856-57. According to the same proportion, the year's expenditure on the nine works sanctioned by us would be about 4,25,000 rupees, the total amount required to complete them being 13,08,611 rupees. The sum entered in Statement No. 2 of the budget, as about to be expended during the year on works already sanctioned, is 37,07,214 rupees, exclusive of 18,54,470 rupees for repairs, and of 1,00,000 rupees for contingencies, so that the aggregate expenditure† in the Madras territories sanctioned for the current year may be stated as 71,96,724 rupees.

32. In

						Total Estimated Cost.
						Rs.
* 1.	Annicut over the Tambrapoory	-	-	-	-	3,85,000
2.	Construction of Southern High Level Channel from the Kistna Annicut	-	-	-	-	3,26,100
3.	Poincy Annicut Channel	-	-	-	-	1,53,283
4, 5, 6, 7.	Works on Trunk Road, No. 6 (four estimates)	-	-	-	-	2,09,120
8.	Bridge over the Pennaur	-	-	-	-	1,06,333
9.	Masonry Works on the Chittoor and Cuddapah Road	-	-	-	-	1,28,775
						13,08,611
10.	Quarters for Married Soldiers at Bangalore	-	-	-	-	90,820
						Rs.
†	On work by Supreme Government	-	-	-	-	11,10,040
	On work by Supreme Court	-	-	-	-	4,25,000
	On work formerly sanctioned	-	-	-	-	37,07,214
	Repairs	-	-	-	-	18,54,470
	Contingencies	-	-	-	-	1,00,000
						Rs. 71,96,724

Bombay.

32. In the Bombay Budget, Statement No. 1 comprises sixteen projects * which have been sanctioned by you, and seven upon which our orders are required.

33. Of these seven, three relate to roads designed to form parts of a continuous route from Bellary to the sea, and have been sanctioned by us in a separate despatch. The estimates for them amount to 1,95,042 rupees, of which the portion proposed for expenditure during the current year was 1,17,000 rupees.

34. Another is for a masonry bridge over the Quoina River at Kurar. The estimate amounting to 1,24,170 rupees, replaces a smaller estimate sanctioned by us in 1854, amounting to 88,799 rupees, towards which the Punt Prithee Nidhee had engaged to contribute 25,000 rupees. The difference between the estimates is occasioned by the adoption of a new and greatly improved design; and it now appears, that the whole cost of the bridge will devolve on the State, as the Punt Prithee Nidhee has withdrawn his offer. Nevertheless, you urge us very strongly to sanction the project, which we do with satisfaction, because the bridge will connect the future Kurar and Chiploon Road with the cotton districts lying in the direction of Kolapoor; and because a toll is to be levied, which may help to compensate for what is admitted to be the more than ordinary, though apparently unavoidable, costliness of the structure. We cannot let this opportunity pass without strongly impressing upon you the advantage of establishing cheap and easy communication between all the cotton districts, and the nearest or most convenient ports of shipment, or of communication with the projected railways.

35. We sanction the project for the construction, at a cost of 1,00,819 rupees, of a masonry bridge over the Bhogawa River on the Ahmedabad and Gogo road, observing that the work is pronounced to be "well considered" and "economically planned." To leave unbridged a river nearly a mile broad, having no regular banks, and periodically overflowing the neighbouring country, which becomes a muddy swamp when the water recedes, would be to render comparatively useless the very important route intersected by it. On this bridge, too, a toll is to be levied, which "it is not doubted, will more than repay the cost of construction."

36. The project for a road from Hyderabad to Kotree, at an estimated cost of 1,46,267 rupees, is also sanctioned. This work was included as an item in the system of roads for Sind, to which a general sanction was given by us in July 1854.

37. In your communication to the Bombay Government another project, that for a road from Surat to the Saughur River, is mentioned as being about to be referred to us, but it is not alluded to in your letter to ourselves.

38. Finally,

	Total of Estimate.	Proposed Expenditure in 1856-57.
	<i>Rs.</i>	<i>Rs.</i>
Road from Chiploon to Kurar - - - - - (To which Court's conditional sanction was given by anticipation in 1853.)	6,52,016	2,50,000
Road from Wace to Sheerwul - - - - -	45,231	45,231
Diversion of main drain of the Fort at Bombay - - -	42,948	42,948
Bridge over the Coar River, near Seroor - - - - -	51,451	20,000
Road from the Surampoor Ghât to the confluence of the Pruwarra and Gunga, near Toka - - - - -	50,157	30,000
Seven minor bridges on the Ahmedabad and Gogo Road -	26,794	26,794
Widening the mole in Kurrachee Harbour - - - - -	39,134	20,000
Bridge over the Foolulee - - - - -	35,885	28,000
Road from Kotree to Roree - - - - -	35,020	20,000
Regulating bridge over the head of the Narra New Supply Channel at Roree - - - - -	16,548	16,548
Completing arsenal at Hyderabad - - - - -	54,208	30,000
Battery at Aden - - - - -	17,110	17,110
Buttery and guard-room at Aden - - - - -	37,530	37,530
Shed for Nasmyth's hammers in Bombay Dockyard - -	45,886	45,886
Amendment of road between Wassind and Khurdee - -	41,422	20,000
Amendment of road between Wassind and Colsettee - -	48,325	20,000
<i>Rs.</i>	12,40,565	670,047

38. Finally, a project for a new graving dock at Bombay was left unnoticed by you, because it had already been referred to us directly by the local government. You will have learned, however, from our reply to that government that we wish the subject to be re-submitted to you, in order that we may have the aid of your opinion in coming to a conclusion regarding it.

39. The estimates for the six works which we have sanctioned, amount, in the aggregate, to 5,66,298 rupees, of which 2,85,000 rupees were to be expended in 1855-56. The year's expenditure on the works enumerated above, as sanctioned by you, was to be 6,70,047 rupees, and the expenditure on works previously sanctioned, and on repairs, exclusive of 1,00,000 rupees for contingencies, is entered in Statement No. 2, as 32,96,195 rupees, so that the total expenditure* on public works in the Bombay territories, authorised for 1856-57, is 43,51,242 rupees.

40. In recapitulation, the subjoined statement shows the expenditure sanctioned for the current year on public works, so far as appears from the budgets under review :

	On Works in Statement No. 1, Sanctioned by Government of India.	On Works in Statement No. 1, Sanctioned by Court.	On Works in Statement No. 2, and on Repairs and Contingencies.	TOTAL.
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
Bengal - - - -	2,03,838	5,41,114	36,99,684	45,34,636
North-West Provinces - -	6,72,140	1,00,000	4,33,523	12,05,663
Hydrabad Provinces - -	9,301	63,218	40,970	1,13,579
Madras - - - -	11,10,040	4,25,000	56,61,684	71,96,724
Bombay - - - -	6,70,047	2,85,000	33,96,195	43,51,242
<i>Rs.</i>	27,55,456	14,14,332	1,32,32,050	1,74,01,844

41. The sanctions which you have yourselves given in the several instances enumerated in the course of this despatch, were, we observe, declared to be subject to the orders prohibiting the commencement of new works pending the result of your recent reference to us, regarding the state of the public finances. You are now in possession of our reply to that reference, and in pursuance of the views therein expressed, we attach to our present sanction of new works the following proviso.

42. That the whole year's expenditure on public works throughout India must not exceed the amount applicable to such expenditure, which the ordinary revenue of the year will meet, to any greater extent than the crore of rupees which you are authorised to procure on loan, for special appropriation to public works.

43. While engaged upon the budgets here received, we could not fail to remark the defective arrangement of most of them; and had intended to suggest some improvements; but in your merited praise of the Madras budget, and in your recommendation of it as a model for general imitation, you have summed up and forestalled all we should have thought it necessary to say.

44. We

	<i>Rs.</i>
* On works sanctioned by Court - - -	2,85,000
On works by Supreme Government - - -	6,70,047
On works formerly sanctioned, and on repairs	32,96,195
Contingencies - - - -	1,00,000
	<i>Rs.</i> 43,51,242

44. We may here express our approval of your recent modification of the budget rules, as reported in your letters, Nos. 46 and 67, dated 8th August and 18th September last.

London, 17 April 1857.

We are, &c.
(signed) *R. D. Mangles,*
F. Currie,
&c. &c.

Public Works Department, 17 April (No. 9) 1857.

Our Governor-General of India in Council.

Budgets for 1856-57 of the Punjab, the Straits Settlements, the Tenasserim and Martaban Provinces, and Pegu.

1. SINCE completing in our despatch No. 8, dated this day, our review of the budgets for 1856-57, of Bengal, the North-Western Provinces, the assigned provinces of Hyderabad, Madras, and Bombay, we have received with your letters, Nos. 62 and 63 of the 13th September, No. 65 of the 16th September, and No. 89 of the 3d December, the budget for the Punjab, the Straits Settlements, the Tenasserim and Martaban Provinces, and Pegu.

2. The contents of these documents will form the subject of the present supplementary despatch, which we must commence by repeating the expression of our dissatisfaction on account of the extremely late period at which the budget reaches us. There is the more reason for calling your attention to this point, because most of the delay takes place at Calcutta. For example, the Punjab budget was completed and laid before the Chief Commissioner on the 29th December 1855, or within a fortnight of the appointed day. It was sent to you from Lahore, with a letter dated 26th January following; but the letter in reply, containing your orders upon it, is not dated until 4th July; and two months more intervened, previously to the date of the letter communicating those orders to us. It is true that no items in the Punjab budget of such amount as to require our previous authority have been recommended to us by you for sanction; but similar, and equally avoidable, though somewhat less protracted delay was suffered to retard the transmission to us of your recommendations regarding the Madras and Bombay budgets.

3. We proceed to notice the budgets now brought before us in the order in which they have been received.

Punjab.

4. With respect to that of the Punjab we have nothing to add to your comments on its irregularities in form, or on the more serious irregularities thereby implied in the executive operations of the department. The submission of projects without plans or estimates still continued, and so did the prosecution of works to which only "general sanction" had been given; but you, very properly, have positively forbidden for the future the commencement of any works until plans and estimates for them shall have been duly submitted and approved. You have also prohibited the suspension of any works in progress, with a view to the commencement of others thought to be of more importance; and, above all, you have insisted that annual expenditure on public works shall not exceed the prescribed limit of 60 lacs. A rigid adherence to these rules will go far towards preventing the lavish outlay which, in the Punjab, was but too much encouraged by the previous absence of all systematic check.

5. The aggregate eventual expenditure sanctioned by you on account of new projects is 12,45,050 rupees, of which the portion to be expended within the current year is 7,32,643* rupees. The estimated cost of most of these projects is separately

	Total of Estimates.	Expenditure sanctioned during the Year.
	<i>Rs.</i>	<i>Rs.</i>
Civil Works	1,70,620	1,70,620
Military works	10,74,430	5,62,023
	<i>Rs.</i> 12,45,050	7,32,643

separately inconsiderable; but, in ten instances specified in the margin,* it exceeds what any subordinate government is competent to sanction. In one of these exceptional cases, that of new barracks at Ferozepore, our previous approval was requisite, and had been conveyed to you in para. 43 of our military despatch, No. 46, of 27th April 1854. The other projects were within your competence, and we have no particular remark to make upon them, except with regard to their unusual costliness which, in many cases, seems greater than can be accounted for by locally high prices of labour and materials. This is, indeed, most glaringly exhibited in an item which has been disallowed for the present, viz. "the permanent privies" proposed for European troops at Sealkote, at an expense of 71,191 rupees. These you have ordered to be deferred, "the present temporary arrangements being continued;" but there is similar disproportion between means and end in several of the items which have been suffered to pass, and which appear to furnish additional proofs of the defective supervision so often noticed in the Public Works department in the Punjab. In your Secretary's letter to the Chief Commissioner regarding the budget, it was stated that you were in doubt, from what you had seen, whether one chief engineer can manage properly an expenditure of even 60 lacs. We do not participate in the doubt; and it is to be remarked that one such functionary suffices, in the Madras Presidency, to conduct a still larger annual outlay with method and economy.

6. Exclusively of the expenditure on new works, you have authorised on works already in progress an expenditure during the year of 46,94,241† rupees, so that the total sanctioned for the current season is 59,39,291‡ rupees, subject to the proviso that this sum must be diminished, if, with the addition of the demand for establishment and contingencies, it should exceed 60 lacs.

7. In statement No. 1, of the Budget of the Straits Settlements, are three projects to which you have given a prospective sanction, providing in each case for some modification of the original plan. The first is for a new Government house at Singapore, estimated to cost 1,20,000 rupees, reducible to 45,000 rupees by the employment of convict labour. The present residence of the Governor, built in 1820 of wood, and thatched with leaves, is represented as being scarcely safe, and a new one is, no doubt, required; but the plan and estimate should have been submitted for our previous sanction. The expected cost is not the less beyond the limit within which our authority may be dispensed with,

	Total Estimate.	Amount to be expended within the Year.
	<i>Rs.</i>	<i>Rs.</i>
* Third coat of metal on the Beas and Lahore road - - -	88,568	88,568
Umballa Church - - - - -	45,000	15,000
• Cook-rooms for single men's barracks, at Rawul Pindie - - -	28,000	28,000
Set of new barracks at Ferozepore for European infantry regiments	6,73,292	2,00,000
Congee House, at Ferozepore - - - - -	26,777	26,777
Barracks for 80 men at the Convalescent Dépôt, Murreo - - -	50,000	50,000
Hospital at the same place - - - - -	41,280	41,280
3,500 soldiers' boxes - - - - -	55,000	40,000
2,000 soldiers' cots - - - - -	50,000	30,000
Wall round Peshawar Cantonment - - - - -	15,921	45,921
<i>Rs.</i>	11,03,988	5,95,696

	<i>Rs.</i>
† On civil works - - - - -	24,70,553
On military works - - - - -	22,23,685
<i>Rs.</i>	46,94,241
† On new works - - - - -	12,45,050
On works previously sanctioned - - - - -	46,94,241
<i>Rs.</i>	59,39,291

with, because the amount is not to be paid wholly in cash, but will be provided for in part by convict labour. We are, besides, especially unwilling that an edifice of so much mark as a Government house should be commenced before we have had an opportunity of examining the design; and, in the present instance, the design should still be sent for our inspection, unless the work be already too far advanced to admit of any alteration of plan.

8. The other new schemes are for an arsenal, and for Commissariat godowns at Singapore, estimated at 31,347 rupees and 29,130 rupees respectively. These buildings are shown to be urgently required, but the choice of sites for them has necessarily been postponed, pending a decision on a question under discussion in the Military department as to the construction of a fort, within which, or within reach of whose guns it might be desirable to place all the military buildings at Singapore.

9. The whole estimated expense of the three projects enumerated above is 1,80,477 rupees, and the proposed expenditure upon them, during the current season, 40,000 * rupees. The amount entered in Statement No. 2, for expenditure during the same period, on works previously sanctioned, is 87,917 rupees; so that the total for the year would be 1,27,917† rupees, which, however, would appear to be reducible, by the employment of convict labour, to 70,593 rupees.

Tenasserim and
Martaban
Provinces.

10. Of the new projects inserted in the budgets of the Tenasserim and Martaban provinces, six‡ (as specified in the margin) have received your sanction. The estimated cost of each of them is inconsiderable; but it may nevertheless be remarked, that wharfs, and similar accommodation for local commerce, ought not, in general, to be provided at the expense of the State; their cost should more properly be defrayed from port or local funds, or, if no such funds are immediately available, then by anticipation of dues, to be subsequently levied for the use of them. The new wharf sanctioned at Moulmein is distinct from a new main wharf, an estimate for which, amounting probably to 1,20,000 rupees, is, it seems, to be entered in next year's budget. When this project comes before us, we shall be disposed to ask whether the Moulmein port dues can be made to suffice for its execution; and if not, we shall infer that the commerce of the place is not sufficiently advanced to require so expensive a work.

11. The expenditure authorised for the year on new works is 7,600 rupees; and on works previously sanctioned, and repairs, 1,59,025 rupees. The total of the year's expenditure on public works, in the Tenasserim and Martaban provinces, may therefore be reckoned at 1,66,625 rupees.

12. The

	Total of Estimates.	Expenditure sanctioned during the Year.
	<i>Rs.</i>	<i>Rs.</i>
* Government House - - - - -	1,20,000	10,000
Arsenal - - - - -	31,347	10,000
Commissariat Godowns - - - - -	29,130	20,000
<i>Rs.</i>	1,80,477	40,000

	<i>Rs.</i>
† On works newly sanctioned - - - - -	40,000
On works previously sanctioned - - - - -	87,917
<i>Rs.</i>	1,27,917

	<i>Rs.</i>
‡ New wharf at Moulmein - - - - -	2,500
Reconstructing wharf at ditto - - - - -	1,500
Tayvat at Taory - - - - -	600
Ditto at Mergui - - - - -	1,000
Travellers' house at Rangoon - - - - -	800
Bridge over Keying Nullah - - - - -	1,200
<i>Rs.</i>	7,600

12. The extraordinary delay in submitting the budget for Pegu was occasioned by the neglect, on the part of most of the executive officers, of the repeated calls made on them by the Commissioner; and you have felt yourselves under the necessity of declaring your determination "to punish all executive officers in the province who were culpably in arrears with their office work, by placing them upon half-staff allowance until the arrears, whether of accounts or plans, and estimates, are cleared off." The statements which were at last laid before you were, as you pointed out, extremely defective and informal.

13. Of the new projects entered in this budget, the only ones which appear, from the confused and imperfect documents before us, to have received your sanction are the four noted in the margin* (the proposed buildings for the station of Dalhousie being reserved for a special communication). In your letter, however, you state that you have sanctioned Rs. 1,61,019. 3. 6. for expenditure during the year, on account of works included in Statement No. 1, (the difference being, we presume, made up by the various military works which you had sanctioned at intermediate periods); and that the total estimated expenditure during the year, which has received your sanction, inclusive of repairs, is 8,68,871 rupees, of which 4,04,431 rupees are for the Tongoop and Prome roads. The imperfection of the statements prevents us from distinguishing with sufficient accuracy new works from those already sanctioned.

14. Our despatch, No. 8, dated this day, showed the expenditure on public works sanctioned for the current year in Bengal, the North-Western Provinces, the assigned provinces of Hyderabad, Madras, and Bombay, to be 1,74,01,821 rupees; viz.:

	On New Works.	On Works previously sanctioned.	TOTAL.
	Rs.	Rs.	Rs.
To which may be added—	41,69,768	1,32,32,056	1,74,01,821
For the Punjab - - - - -	12,45,050	46,94,241	59,39,291
„ Straits Settlements - - - - -	40,000	87,917	1,27,917
„ Tenasserim and Martaban Provinces -	7,000	1,59,025	16,66,025
„ Pegu - - - - -	- - - - -	- - - - -	8,68,871
Rs.	54,62,418	18,17,239	2,45,04,528

15. We are still without the budgets for Oude and Nagpore, and are therefore still unable to compute the year's expenditure for the whole of India, or to take that comprehensive view without which we cannot satisfy ourselves that the most judicious distribution has been made of the amount.

We are, &c.

(signed) *R. D. Mangles,*
F. Currie,
&c. &c.

London, 17 April 1857.

	Rs.
* Masonry cook-houses for the Native Infantry Regiment at Heuzada -	13,418
Cantonment roads at Rangoon (apparently) - - - - -	1,14,440
(Of which 25,000 rupees to be expended within the current year.)	
Masonry privies for artillery at ditto - - - - -	1,669
Temporary gun-shed at Rangoon - - - - -	3,587
Rs.	1,33,114

(True copies.)

East India House, }
2 June 1857. }

J. S. Mill,
Examiner of India Correspondence.

CORRESPONDENCE relating to the Revision
of Assessment in *South Arcot*; Meriah Agency
in *Ganjam* and *Orissa*; *Mourmpha*, &c.; Taxes
in *Madrass*; Administration of the *Hyderabad*
Assigned Districts; and the Public Works De-
partment.

(*Mr. Seymour.*)

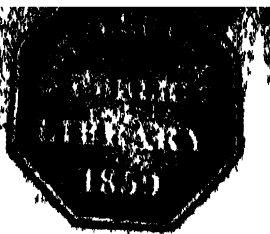
Ordered, by The House of Commons, to be Printed,
8 June 1857.

[*Price 6d.*]

83—Sess. 2.

Under 8 oz.

SCINDIA



RETURNS to Two Orders of the Honourable The House of Commons,
dated 16 and 22 April 1844;—for,

COPY of a LETTER from Lord *Lake* to Maharajah *Dowlut Rao Scindia*,
dated the 18th day of July 1805.

East India House, }
7 May 1844. }

JAMES C. MELVILL.

(*Mr. Macaulay.*)

COPIES of LETTER from Lord *Lake* to *Dowlut Rao Scindia*, June 4th, 1805 ;
LETTERS of Mr *Mercer* to the Secretary of the Government at *Calcutta*, in the
Secret Department, June 4th, 1805, and June 5th, 1805 ; LETTERS from
Mr. *Jenkins* to Lord *Lake*, June 17th and June 20th, 1805 ; Lord *Wellesley*
to Lord *Lake*, June 25th, 1805 ; Lord *Lake* to *Dowlut Rao Scindia*, July 18th,
1805 ; Lord *Wellesley* to *Dowlut Rao Scindia*, July 25th, 1805, Mr. *Jenkins* to
Colonel *Malcolm*, August 16th and September 15th, 1805, the Governor-
general in Council to Lord *Lake*, July 25th, 1805 ; the Governor-general in
Council to the Secret Committee, July 30th, 1805.

East India House, }
7 May 1844. }

JAMES C. MELVILL.

(*Mr. Mangles.*)

Ordered, by The House of Commons, to be Printed,
9 May 1844.

L I S T.

TRANSLATION of a Letter from Lord Lake to Dowlut Rao Scindia, dated 18 July 1805 - p. 3

LETTER from Mr. Mercer to the Secretary to Government, dated 4 June 1805	- - -	p. 4
Letter from R. Jenkins, Esq., Acting Resident, D. R. S., to Lord Lake, dated 27 May 1805	- - -	p. 4
Letter from Lord Lake to Richard Jenkins, Esq., dated 4 June 1805	- - -	p. 4
Letter from Lord Lake to Dowlut Rao Scindia (without date)	- - -	p. 5
Letter from Mr. Mercer to the Secretary to Government, dated 5 June 1805	- - -	p. 6
Letter from Mr. Jenkins to Lord Lake, dated 17 June 1805	- - -	p. 7
Letter from Mr. Jenkins to Lord Lake, dated 20 June 1805	- - -	p. 7
Letter from the Governor-general in Council to Lord Lake, dated 25 June 1805	- - -	p. 8
Translation of a Letter from Lord Lake to Dowlut Rao Scindia, dated 18 July 1805	- - -	p. 15
Letter from the Governor-general in Council to the Secret Committee, dated 30 July 1805	- - -	p. 16
Letter from the Governor-general in Council to Lord Lake, dated 25 July 1805	- - -	p. 24
Letter from Lord Wellesley to Dowlut Rao Scindia, dated 25 July 1805	- - -	p. 26
Letter from Mr. Jenkins to Lieutenant-colonel Malcolm, dated 16 August 1805	- - -	p. 27
Letter from Mr. Jenkins to Colonel Malcolm, dated 15 September 1805	- - -	p. 28

TRANSLATION of a LETTER from Lord *Lake* to *Dowlut Rao Scindia*,
dated 18 July 1805.

I wrote to your Highness under date the 4th ultimo, and I have learnt from Mr. Jenkins that he delivered the letter to your Highness on the 17th ultimo. That gentleman has since written me under date the 1st instant, that he had received no answer to any of my letters to your Highness on the subject of his release, and that your Highness had, in spite of his strong remonstrances (conveyed through your minister, Ramchunder Annah), and of his full explanation of the consequences that would result from his forcible detention in your camp, continued to refuse compliance with my demand for his release, though the date fixed in my letter of the 5th ultimo for his absolute departure from your camp had expired.

In virtue of the full power vested in me by his Excellency the Most noble the Governor-general in Council, I am obliged, by the extraordinary conduct of your Highness, to declare, that you have, by your complete departure from the treaties of peace and defensive alliance, and by your recent gross violation of the law of nations, in forcibly detaining in your camp the Resident of the British nation, forfeited to yourself and subjects the advantage which you and they enjoyed under those engagements; and I consider the British Government to be at liberty to act towards you in every particular in the mode which a regard for its own interests and security may dictate.

I must hereafter consider the Acting Resident, Mr. Jenkins, and all the gentlemen and attendants of the British Residency, as prisoners in your camp, and I have strictly commanded that gentleman to become the medium of no communication whatever that is unconnected with his immediate release and that of his family and attendants. It is here necessary to inform your Highness, that I must deem the release of the British Residency and their safe conduct to my camp, or to an English post or garrison, as an indispensable overture to any renewal of an amicable intercourse or negotiation between the two states.

(A true translation.)

(signed) *C. T. Metcalfe*,
A. G. G. O.

(True copy.)

East India House, }
22 April 1844. }

T. L. Peacock,
Examiner of India Correspondence.

COPIES of LETTER from Lord Lake to Dowlut Rao Scindia, June 4th, 1805; LETTERS of Mr. Mercer to the Secretary of the Government at Calcutta, in the Secret Department, June 4th, 1805, and June 5th, 1805; LETTERS from Mr. Jenkins to Lord Lake, June 17th and June 20th, 1805; Lord Wellesley to Lord Lake, June 25th, 1805; Lord Lake to Dowlut Rao Scindia, July 18th, 1805; Lord Wellesley to Dowlut Rao Scindia, July 25th, 1805; Mr. Jenkins to Colonel Malcolm, August 16th and September 15th, 1805; the Governor-general in Council to Lord Lake, July 25th, 1805; the Governor-general in Council to the Secret Committee, July 30th, 1805.

LETTER from Mr. Mercer to the Secretary to Government,
dated 4 June 1805.

Sir,

I HAVE the honour to transmit, for the information of his Excellency the Most noble the Governor-general, the enclosed copy of a letter from the Acting Resident with Dowlut Rao Scindia, to his Excellency the Right honourable the Commander-in-Chief, dated the 27th ultimo, and a copy of a letter which his Lordship has this day addressed to that gentleman, with a copy and translation of its enclosures.

I have, &c.

Camp Kerowlee,
4 June 1805.

(signed) *Græme Mercer*, A.G.G.

From *R. Jenkins*, Esq., Acting Resident, D. R. S., to Lord Lake,
dated 27 May 1805.

My Lord,

SINCE the date of my last despatch, no material alteration has taken place in the state of affairs. Serjee Rao Ghautka continues to exercise the functions of prime minister, under the prevailing influence of Holkar; but my confidential communications with the principal officers of the Government tend to impress a belief, that Dowlut Rao Scindia has resolved not to retain that person in the administration, and that Ambajee Inglia will be his successor.

Ambajee Inglia continues under some restraint, but I understand that he will be released either this day or to morrow. Inglia has paid about 30 lacks of rupees, which have been for the most part divided equally between the confederates.

I have, &c.

Camp,
27 May 1805.

(signed) *R. Jenkins*,
Acting Resident, D. R. S.

From Lord Lake to *Richard Jenkins*, Esq., dated 4 June 1805.

Sir,

I HAVE to acknowledge the receipt of your letter of the 27th ultimo.

2. Although the present state of circumstances at Dowlut Rao Scindia's Durbar may appear to indicate a change which may be favourable to a renewal of those relations of friendship which it is the wish of the British Government to support with Dowlut Rao Scindia, yet as these indications are not sufficiently strong to form the basis of any public proceedings, and it becomes necessary that, to meet the event of these changes not taking place, some measures should be adopted which may serve to bring to a conclusion the late wavering and undignified conduct of Dowlut Rao Scindia in regard to the British Residency:

3. With this view I enclose you a letter to his Highness, expressing my sentiments on this subject, and specifying a period beyond which I shall consider your remaining in his Highness's camp as an evident detention on his part, and rendering him responsible for the consequences of a conduct so unjust and unprecedented. A copy of this letter is enclosed for your information.

4. Such

4. Such a radical change having taken place in the administration of the affairs of Dowlut Rao Scindia before your receipt of this letter as may give you a near prospect of being enabled to carry on the necessary communications with that chief, to the advantage of the interests of Government, or your having previously obtained Dowlut Rao Scindia's permission to quit his camp in consequence of my former letters, are the only events which occur to me as rendering the delivery of the enclosed unadvisable or unnecessary, and I desire that, in the event of neither of these circumstances having occurred, you will lose no time in waiting upon Dowlut Rao Scindia, and personally presenting to him my letter.

5. The radical change above alluded to I should consider to include the dismissal of Serjee Rao Ghautka from the councils of Dowlut Rao, and the emancipation of the latter from the degrading influence which Holkar at present possesses over him.

6. You will communicate with Major-general Jones on the subject of your quitting Scindia's camp, and the means to be used for the purpose of facilitating your arrival in the camp of that officer.

I have, &c.

(signed) *Lake.*

Camp, Kerowlee,
4 June 1805.

LETTER from Lord *Lake* to *Dowlut Rao Scindia* (without date).

I HAVE repeatedly written to your Highness on the subject of sending Mr. Jenkins and the gentlemen of the Residency, with a proper escort, to my camp or to the nearest British station. I have been informed by Mr. Jenkins of your Highness having received the first letter I wrote to you on this subject, and it is probable you will have received a subsequent letter, which I addressed to your Highness on the 12th May, to the same purport. Your Highness, however, has not thought proper, either to answer this letter, or to comply with the requisition made in it. This delay in sending Mr. Jenkins and the gentlemen of the Residency to a British camp may have arisen from an idea in your Highness's mind that the measures which the British Government might think it expedient to adopt, under any eventual state of circumstances, might be retarded by Mr. Jenkins's presence in your camp, or that his remaining might hereafter facilitate any explanations your Highness might wish to offer relative to the tenor of your late conduct towards the British Government. It therefore becomes incumbent on me to inform your Highness, that as Mr. Jenkins has already, in conformity with my orders, made a demand for your Highness's permission to leave your camp without having obtained it, he cannot hereafter be considered as a channel through which any friendly propositions can be made on either side, as it must appear to the whole world that he is detained contrary to the wish of his Government, and to the rules uniformly observed between nations. Your Highness will, therefore, no longer delay this indispensable measure of sending Mr. Jenkins and the other gentlemen of the Residency, with a proper escort, to the camp of General Jones, who is now stationed at 'Touk Nompoorah.

Should it be your Highness's wish to erase the unfavourable impressions which your late conduct has occasioned of unfriendly intentions towards the British Government, by opening a free and unreserved communication of your sentiments and views, this may be effected by your sending a person of rank and consequence, who may be in your confidence, to accompany Mr. Jenkins to my camp; and your Highness may rest assured that every attention shall be paid to him, and every opportunity afforded him of explaining those circumstances which have occurred to disturb the strict union and friendship which have subsisted between the two states. After communications may have been made as may satisfy me of your Highness's inclination to return to that line of conduct which will conduce towards continuing and strengthening the friendship between the Governments, a person of high rank and respectability will be sent to wait upon your Highness, for the purpose of finally arranging all points which may have occasioned any interruption to the friendship which had been established.

If, however, your Highness should (contrary to my confident expectation) persist in refusing or evading an immediate compliance with this just and necessary demand, you will thereby become responsible for all those consequences which must result from so flagrant a violation of the laws of nations; and I therefore deem it necessary to inform your Highness, that if Mr. Jenkins and the gentlemen of the

Residency shall not in ten days after the receipt of this letter be sent from your Highness's camp, with a sufficient escort, towards the nearest British camp, the British Government must consider itself absolved from any obligation to preserve to your Highness those advantages afforded to you by the treaty of peace, and will feel itself fully authorized to pursue such measures as may be deemed necessary for the support of its dignity and interests against such lawless proceedings.

(A true translation.)

(signed) G. Mercer, A. G. G.

LETTER from Mr. Mercer to the Secretary to Government,
dated 5 June 1805.

Sir,

I HAVE the honour to enclose a duplicate of my address of yesterday, and am directed by his Excellency the Right honourable the Commander-in-chief to submit, for the consideration of his Excellency the Most noble the Governor-general, the following observations on the motives which have induced his Lordship to adopt the measure of again calling upon Dowlut Rao Scindia to give a safe conduct to the Residency to the nearest British army, and of endeavouring to convince that chief that he can derive no advantage from detaining Mr. Jenkins by the evasive and undignified means he has lately used for that purpose.

2. As Dowlut Rao Scindia has evinced no disposition to alter that line of conduct which originally induced his Lordship to recall Mr. Jenkins, by his letter to Scindia of the 28th April, his Lordship, with the view of preserving a due consistency in his proceedings, and obviating the bad effects which might have been occasioned by his appearing to relinquish a measure which had become more expedient from Scindia's subsequent conduct, and the relinquishment of which would only have tended to encourage a continuance of the evasions which have been employed to waive a compliance with it, has considered it necessary to repeat the demand for Mr. Jenkins's release in a form which must bring Dowlut Rao Scindia to some explicit declaration of the views and intentions he has formed in adopting that line of conduct.

3. His Lordship is at the same time fully of opinion that no political advantages can be derived from Mr. Jenkins remaining in Scindia's camp. The influence which a British Resident would naturally possess in the present apparently distracted state of Scindia's Durbar cannot be exerted by Mr. Jenkins with advantage, from the circumstances which have occurred to render his situation so different from that in which a representative of the Government ought to stand. On the contrary, his remaining in this situation must tend to create unfavourable impressions of the power or energy of the Government in the minds of the respectable part of Scindia's Durbar, who are inclined to support the friendly connexion between that chief and the British Government, and to diminish the confidence with which they might otherwise remind Scindia of the ruin to which an adherence to his present line of conduct must finally reduce him.

4. The party of Serjee Rao Ghautka and Holkar, his Lordship is of opinion, must, on the other hand, gain considerable advantages from the detention of the Residency, by enabling them to impress Scindia and those who are interested to preserve the friendship of the Government with the chief, that whilst Mr. Jenkins remains with him no effectual measures will be taken by the Government to resent his infraction of the treaty of peace, nor to deprive those Sirdars of the benefits afforded to them by that treaty.

5. The most direct and proper mode which occurred to his Lordship, as calculated to meet the evasion which Scindia has hitherto made use of to detain Mr. Jenkins, and to convince the Durbar of the impolicy of its proceedings, has been to stipulate a period beyond which Mr. Jenkins's residence in Scindia's camp must be considered as owing to his being positively detained by that chief, and to declare that this detention must forfeit the advantages which Scindia and his servants derived from the treaty of peace; whilst it would fully authorize the British Government in prosecuting such other means as it might deem expedient for the security of its dignity and interest against so flagrant a violation of the laws of nations.

6. The period specified has been calculated to admit of his Lordship's being furnished with the Governor-general's instructions on the measures to be pursued in

COPIES OF LETTERS RELATING TO SCINDIA.

in the event of Dowlut Rao Scindia's persisting in his refusal to give the Residency a safe conduct to the British army.

7. Independent of the more effective measures which the Most noble the Governor-general will be disposed to pursue in this event, it appears to his Lordship advisable that the jagheers granted to the several Sirdars in Dowlut Rao Scindia's service by the treaty of peace should be immediately taken charge of by the officers of Government.

I have, &c.
(signed) *Frederic Mercer, A. G. G.*

Camp, Baroda, 5 June 1805.

LETTER from Mr *Jenkins* to Lord *Lake*, dated 17 June 1805.

To his Excellency Lord *Lake*.

My Lord,

First night I had the honour to receive your Lordship's despatch of the 4th instant, together with Mr. Mercer's letter of the 6th instant.

Immediately upon receipt of your Excellency's instructions, I signified to the Durbar that I was anxious to have an early interview with his Highness Dowlut Rao Scindia, upon business which did not admit of a moment's delay. His Highness having accordingly appointed this evening for my attendance, I proceeded to wait upon the Maharajah, and had the honour to deliver your Excellency's letter.

After the document had been read and explained to Dowlut Rao Scindia, his Highness was pleased to signify that I should receive a satisfactory reply on the day after to-morrow, and that there was no doubt that every thing would be arranged in a manner which would tend to improve and secure the friendship subsisting between the two states. I replied, that a compliance in every respect with the terms of your Excellency's letter would doubtless tend to a permanent establishment of that reciprocal confidence which had formerly subsisted between his Highness and the British Government; and after some general conversation I took my leave.

I have, &c.
(signed) *R. Jenkins,*
Acting Resident, D. R. S.

Camp, near Shahpore,
17 June 1805, 9 P.M.

(A true copy.)

(signed) *R. Jenkins,*
Acting Resident.

(A true copy.)

(signed) *J. Adam,*
Deputy Secretary to Government.

LETTER from Mr. *Jenkins* to Lord *Lake*, dated 20 June 1805.

My Lord,

In my despatch to Mr. Mercer of the 19th instant, I had the honour to mention that I proposed visiting Dowlut Rao Scindia in the course of the day, for the purpose of urging his Highness's compliance with the terms of your Excellency's letter in reply to my message to the Maharajah on the subject of my attendance; I received no satisfactory communication until the night, at which time it was signified to me that either Juswunt Rao Goorpoorah would be sent to me, or his Highness would request my presence at the Durbar in the course of the following day.

Understanding, however, that it was the wish of the Durbar to evade all communication on the subject of my departure, further than the unsatisfactory conference which had already passed, I despatched Ram Pao, the person who acts as Mahratta Moonshee, with a written message to Dowlut Rao Scindia, purporting that three days had now nearly elapsed since I had the honour of presenting your Excellency's letter, but that I have received no answer; that your Excel-

lency's orders to me were unconditional, and that if I did not quit his Highness's camp in the space of seven days, your Excellency would conclude that I was forcibly detained by his Highness, and the present obligations subsisting between the two states would be considered to be no longer binding upon the British Government; that as your Excellency had explicitly stated that no negotiation could be carried on by my means, his Highness could not conceive that my detention would be considered as an indication of his pacific views; that if we desired to be at peace, he would send his vakeels with me to your Excellency's camp. I concluded, by requesting that his Highness would appoint a day within the appointed time upon which I should be permitted to depart, in order that I might make my arrangements accordingly.

To this message, which was read to the Maharajah in the presence of all the principal officers of his Government, Dowlut Rao Scindia replied, that the letters of his Excellency the Governor-general had informed him that I was vested with powers to transact all matters which related to the interests of the two states; that his Highness had also received letters to the same effect from Colonel Close, and that his Highness could by no means reconcile the tenor of those letters with that of your Excellency, which informed him that my functions had ceased, and that I must be allowed to depart from camp; that, therefore, his Highness would send vakeels to your Lordship in order to ascertain the nature of the case; that with respect to my communication, that "if I were not permitted to quit camp in ten days, the relations subsisting between the two states would be no longer binding upon the British Government," such an event would by no means attach to my character, nor would be attributed to me; and that if hostilities should occur, I need be under no apprehension for my own safety, as the persons of vakeels were sacred in all situations, either of war or peace. Your Excellency will not fail to observe with indignation, the treacherous and unwarrantable perversion of the meaning of the Governor-general's letter, to justify my detention in camp, and the insolent assertion of a doubt relative to the authority of your Excellency's commands. I shall again endeavour to obtain an audience of Dowlut Rao Scindia, to urge the necessity of his compliance with your Lordship's requisition; but from the tenor of his Highness's message, as well as from that of every report, I am led to conclude that nothing less than the most effectual exertion of the British arms will bring Dowlut Rao Scindia to a sense of the infamy and disgrace of his present proceedings.

I have, &c.

(signed) *R^d Jenkins,*
Acting Resident, D. R. S.

Camp,
20 June 1805, 9 P.M.

LETTER from the Governor-general in Council to Lord *Lake*, under date
25 June 1805.

To his Excellency the Right honourable Lord *Lake*, &c. &c. &c.

My Lord,

1. THE Governor-general in Council has been apprized by Mr. Mercer's letters, of the 4th and 5th instant, to the Secretary to Government in the Secret Department, of the course of measures adopted by your Excellency for effecting the liberation of Mr. Jenkins from the camp of Dowlut Rao Scindia.

2. The Governor-general in Council has the honour to state to your Excellency his entire approbation of the measures adopted by your Excellency on this occasion, and of the tenor of your address to Dowlut Rao Scindia of the instant, demanding the release of Mr. Jenkins within the limited period of ten days.

3. In the actual condition of affairs, it appears to the Governor-general in Council to be necessary to determine the course of measures to be framed with respect to Dowlut Rao Scindia under such events as can now be foreseen or reasonably supposed. This determination will necessarily involve a reply to your Lordship's reference on the subject of the measures to be adopted in the event of Dowlut Rao Scindia's refusal to comply with your ultimate requisition for the release of Mr. Jenkins.

4. The

4. The instructions which have been occasionally issued for the regulation of your Excellency's conduct with respect to Dowlut Rao Scindia, have necessarily varied according to the information which was received of the views and proceedings of that chieftain, but those instructions have resulted from the same uniform principles of policy.

5. The general principle upon which the Governor-general's instructions have been founded were, first, to avoid the renewal of hostilities with Dowlut Rao Scindia, excepting only under the occurrence of such acts of overt hostility on the part of Dowlut Rao Scindia, involving the honour and security of the British Government and possessions, as must necessarily place us in a state of war with that chieftain; secondly, to maintain the relations of amity and peace with Dowlut Rao Scindia, according to the provisions of the treaty of Serjee Ajengaum, without demanding from Dowlut Rao Scindia or granting to him any concessions beyond the limits prescribed by that engagement.

6. The operation of these several principles, however, was necessarily rendered, in some degree, subordinate to the obligation of obtaining from Dowlut Rao Scindia a satisfactory atonement for the outrages committed by his servants against the person of the British Resident on the 27th December 1804 and 25th January 1805. Dowlut Rao Scindia having complied with the demand of atonement in a degree which appeared to the Governor-general in Council to be satisfactory, it became unnecessary to regulate the conduct of the Governor-general in Council towards him by a reference to the outrages committed by that chieftain's servants against the British Resident.

7. Exclusively of Dowlut Rao Scindia's refusing the required atonement, the cases which were considered as constituting acts which would justify and require on the part of your Excellency the measure of an immediate attack upon that chieftain's forces, were—

First. His proceeding with his army to Bhurtpore, according to his declared intention, or in any manner passing the line of demarcation prescribed by the treaty of peace.

Secondly. Dowlut Rao Scindia's placing his army in a position evidently menacing to the British Government or its allies.

Thirdly. Dowlut Rao Scindia's receiving Jeswunt Rao Holkar or Ameer Khan into his camp, and under such circumstances either continuing in his actual position or retiring.

8. The Governor-general's orders to Mr. Jenkins of the 20th April, authorizing him, on the ground of Dowlut Rao Scindia's compliance with the demand of atonement, to proceed to the adjustment of all depending questions with that chieftain on the basis of the treaty of peace, although issued subsequently to the Governor-general's instructions to your Excellency, which authorized your Excellency to attack the forces of Dowlut Rao Scindia in the cases above described, were not of a nature to supersede those instructions; and the same observation is applicable to the Governor-general's subsequent instructions of the 4th of May, describing the circumstances under which the British Government would be disposed to admit the agency of Dowlut Rao Scindia in effecting an accommodation with Jeswunt Rao Holkar, since the several orders and instructions referred exclusively to a state of circumstances which could not be considered to involve the indispensable necessity of prosecuting hostilities against the power of Dowlut Rao Scindia, although the conduct of that chieftain had amply justified an unqualified declaration of war.

9. The cases above stated, under the second and third heads, may be considered to have occurred, Dowlut Rao Scindia having placed his army in a position evidently menacing to the British Government and its allies, and having subsequently received both Jeswunt Rao Holkar and Ameer Khan, and retired with those chieftains; and your Excellency acted in strict conformity to the intentions of this Government, in advancing with the troops under your Excellency's personal command towards the position occupied by Scindia, near the frontier of our ally the Ranah of Gohud. If Scindia had awaited in that position the approach of your Excellency's army, and had refused to comply with the demands which your Excellency was authorized to make, an immediate attack upon the united forces of that chieftain and Holkar would have been indispensably necessary for the vindication of the honour and rights of the British Govern-

ment; or if circumstances had admitted of your Excellency's pursuit of the retreating armies, with a prospect of forcing them to action, your Excellency's demands having been rejected, that measure would have been highly expedient, and in strict conformity to the intentions of the Governor-general in Council. In the event of an attack, the British Government would have been placed in a condition of actual war with Dowlut Rao Scindia, and the result of the action would have determined the necessity of prosecuting further measures of hostility against him.

10. The immediate operations of your Excellency's army, however, being precluded by the precipitation of Dowlut Rao Scindia's retreat, and by the state of the season, it became a subject of deliberation, whether the conduct of Dowlut Rao Scindia was such as to render necessary, on grounds of honour or security, the prosecution of hostilities against Dowlut Rao Scindia, whose military operations were immediately practicable; in other words, whether, under all the circumstances of the case, it was necessary to consider the British Government to be in a state of actual war with Dowlut Rao Scindia. The circumstances of precipitation, alarm and disgrace under which the united forces of Dowlut Rao Scindia and Jeswunt Rao Holkar retreated from their position at Subbulghur, the distressed and inefficient condition of their armies, and the deficiency of their resources, appeared to the Governor-general in Council to preclude that necessity on any grounds connected with the honour or security of the British Government.

11. In conformity, therefore, to the general principles stated in the fifth paragraph of this despatch, the Governor-general in Council resolved to suspend the prosecution of hostilities against the possessions of Dowlut Rao Scindia, unless that chief should proceed to such acts of direct hostility as would necessarily place us in a state of war with him.

12. At the same time, under the circumstances of Dowlut Rao Scindia's conduct in uniting his forces with those of the enemy, and of the state of restraint and distress of the British Residency at his Highness's court, your Excellency's resolution to demand from Dowlut Rao Scindia the release of Mr. Jenkins, and his safe conduct, with the gentlemen of the Residency and the escort, to a British station, was perfectly proper, and the terms in which your Excellency conveyed that demand are entirely approved by the Governor-general in Council. Neither the measure of withdrawing the British Residency, nor the tenor of your Excellency's letters to Dowlut Rao Scindia, constitutes a declaration of war with that chieftain, and your Excellency has very properly avoided a direct menace of war, even in the event of Dowlut Rao Scindia's ultimately refusing to comply with your Excellency's demand for the release of the British Residency. The course of proceeding, therefore, which your Excellency has studiously pursued, leaves the British Government at liberty, in the actual situation of affairs, to adopt either a pacific or an hostile system of policy with respect to Dowlut Rao Scindia.

13. After the maturest deliberations upon the measures which it is most expedient to pursue in the present condition of affairs, the Governor-general in Council has finally resolved to adhere to the general principles which have hitherto regulated our conduct towards Dowlut Rao Scindia, as described in the fifth paragraph of this despatch; and the Governor-general in Council now proceeds to state to your Excellency the application of those principles to every case which it is at present necessary to contemplate.

14. Dowlut Rao Scindia may comply with your Excellency's requisition for the release and safe conduct of Mr. Jenkins and the gentlemen of the Residency and the escort, and, although united with Holkar, may refrain from any positive acts of hostility against the troops or possessions of the British Government or its allies.

15. In this case, according to the principles already stated, the Governor-general in Council is resolved to fulfil all the obligations of the treaty of peace with Dowlut Rao Scindia, and accordingly, when your Excellency shall have received intelligence of the safe arrival of Mr. Jenkins and the gentlemen and escort of the Residency in safety at a British station, your Excellency will be pleased to signify this resolution to Dowlut Rao Scindia. Your Excellency will at the same time intimate to Dowlut Rao Scindia, that your Excellency is disposed to receive at the head quarters of the British army, any person duly authorized and empowered to negotiate on the part of his Highness, and to adjust with
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the person so authorized and empowered all questions depending between the British Government and Dowlut Rao Scindia, on the basis of the treaty of peace. Your Excellency will further signify to Dowlut Rao Scindia, that if his Highness should prefer the measure of a convention of deputies, your Excellency will despatch a person of rank to Rampoorah, or to any other convenient station which his Highness may indicate, for the purpose of meeting an agent on the part of his Highness, and of adjusting with that agent all depending questions on the basis of the treaty of peace; or, finally, that, under proper assurances from Dowlut Rao Scindia of his disposition to receive a British Resident at his court in a manner suitable to the dignity of his station, your Excellency will despatch to his Highness's camp an officer of rank, who, in that event, will be vested with the powers and authority of that station, by credentials from the British Government, and will assume the function of British Resident, and reside in that capacity at his Highness's court.

16. The Governor-general's instructions to Mr. Jenkins, of the 2d of April, combined with the Governor general's letter to Dowlut Rao Scindia, of the 4th of that month, appears to the Governor-general in Council to preclude the necessity of any additional instructions relative to the adjustment of any questions depending between the British Government and Dowlut Rao Scindia.

17. Your Excellency will be pleased to consider, as it is to be the fundamental principle of any negotiation for the adjustment of depending questions on the basis of the treaty of peace, neither to demand from Dowlut Rao Scindia nor to concede to that chieftain any point whatsoever beyond the limits of the provisions of that treaty.

18. If Dowlut Rao Scindia should express a desire to renew the provisions of the defensive alliance, your Excellency will refer for instructions upon that subject to the authority of the Governor general in Council; at the same time your Excellency will be pleased to signify to Dowlut Rao Scindia, that the British Government is disposed to renew the defensive engagements which his conduct had necessarily suspended, and even to assign to him the portion of the territories conquered from Jeswant Rao Holkar, which the British Government originally engaged to assign to him, provided the conduct of his Highness shall be consistent with the obligations of the defensive alliance.

19. Your Excellency will of course understand it to be the wish of the Governor-general in Council, that Lieutenant-colonel Malcolm should be the officer despatched, either to meet the agent of Dowlut Rao Scindia, or to proceed to that chieftain's court in the capacity of Resident.

20. Dowlut Rao Scindia may refuse to comply with your Excellency's demand for the release of Mr. Jenkins, abstaining, however, from the commission of any violence, or the imposition of any restraint upon him, and merely detaining him in the manner in which he has hitherto been detained; or, in the expectation of inducing the British Government to acquiesce in Mr. Jenkins's continuance, or to suspend coercive measures, Scindia may manifest towards the British Residency an unusual degree of respect and attention, and may enable the Residency to maintain a due degree of respectability and credit within the limits of his camp.

21. The Governor-general in Council concurs entirely in opinion with your Excellency, that Mr. Jenkins must not be suffered to continue in the camp of Dowlut Rao Scindia under any circumstances whatever. The British Government, therefore, must not be induced, by any change of conduct on the part of Dowlut Rao Scindia towards the British Residency, to withdraw the demand for the release of Mr. Jenkins, with the gentlemen and escort of the Residency. In the case supposed, however, the Governor-general in Council will deem it sufficient, in the first instance, to adopt a measure of retaliation, by publicly prohibiting Dowlut Rao Scindia's Vakeel at Calcutta from quitting that city, and by communicating this prohibition to Dowlut Rao Scindia, and by promulgating it in the most public manner at every court in India. If this measure should not induce Dowlut Rao Scindia to release the British Resident, the Governor-general in Council will deem it necessary to declare the suspension of the payment of the stipends, and of the revenues of Dholepore, Bared and Rajah Kerrah, payable under the treaty of peace. If this measure, also, after a sufficient latitude of trial, should prove ineffectual, it will be expedient, in the judgment of the Governor-general in Council, to proceed to the coercive measures of reserving all the jageers granted by the treaty of peace, of seizing Dowlut Rao Scindia's possessions in Ahmednuggur, and of attacking Assurghur and Boorhampore, and Scindia's several forts near the

frontier of Guzerat, declaring at the same time to Scindia, that those possessions shall be restored when Mr. Jenkins, with the escort and gentlemen of the Residency, shall have been released, and shall have arrived in safety at a British station.

22. In conformity to these resolutions, when your Excellency shall have received information of the detention of Mr. Jenkins in the camp of Dowlut Rao Scindia beyond the period of time limited by your Excellency's letter to Dowlut Rao Scindia of the 4th instant, your Excellency will be pleased to communicate by letter to Dowlut Rao Scindia the measure of retaliation which the British Government has determined to adopt with respect to his vessel at Calcutta, intimating at the same time the intended formal promulgation of that measure in every court in India. It will be proper, also, to signify to Dowlut Rao Scindia the resolution of the British Government to proceed to the suspension of the stipends and territorial revenue payable under the treaty of peace, if he should continue to detain the British Residency beyond a specified period of time. If at the expiration of that prescribed time the British Residency shall be detained, your Excellency will be pleased, by a letter to Dowlut Rao Scindia, to declare the stipends and the revenues of Dholepore, Baree and Rajah Kerrah to be suspended. If this measure, also, should prove ineffectual, your Excellency will be pleased to report that result to the Governor-general in Council, and to abstain from the adoption of any additional measures until your Excellency shall have received instructions upon that subject from the Governor-general in Council.

23. Dowlut Rao Scindia may not only refuse to comply with your Excellency's demand for the release of the British Residency, but may detain Mr. Jenkins in actual confinement, or proceed to other acts of violence against his person.

24. In this case the Governor-general in Council will probably deem it indispensably necessary to resume the jageers, to abrogate the pensions, and to seize Dholepore, Baree and Rajah Kerrah, together with the lands belonging to Dowlut Rao Scindia in the province of Ahmednuggur, and to authorize the most prompt and vigorous measures of hostility against the possessions of Dowlut Rao Scindia. The Governor-general in Council deems it proper, however, that information should previously be communicated to Government of the nature and extent of the violence offered to the person of Mr. Jenkins, and that these measures should not be adopted without the express direction of the Governor-general in Council.

25. Your Excellency will observe, from the tenor of these instructions, that, notwithstanding the indisputable justice of considering Dowlut Rao Scindia's actual connexion with Jeswunt Rao Holkar to be a legitimate ground of war with Dowlut Rao Scindia, it is not the intention of the Governor-general in Council to consider that connexion a cause of war with Scindia, or even a cause for suspending any of the provisions of the treaty of peace, and the Governor-general in Council now proceeds to state to your Excellency some observations calculated to elucidate the grounds of this determination.

26. An adherence to the obligations of the treaty of peace appears to the Governor-general in Council to be necessarily connected with a determination to refrain from the prosecution of war against Dowlut Rao Scindia. The abrogation of any of the provisions of that treaty, without the mutual consent of the contracting parties, constitutes a virtual dissolution of that engagement, and both parties consequently revert to the condition in which they relatively stood before the conclusion of the treaty of peace. In that event, therefore, the British Government would be placed in a state of war with Dowlut Rao Scindia, although we should refrain from the actual prosecution of military operations against that chieftain. Your Excellency will observe a distinction between a suspension of some of the provisions of the treaty of peace and the absolute abrogation of them: the former measure has been prescribed in these instructions in the event of Mr. Jenkins's detention, as a measure preliminary to the actual prosecution of hostilities; the abrogation of them is stated to be a measure exclusively connected with the operations of war.

27. The Governor-general in Council deems it indispensably necessary to effect the release of the British Residency, and ultimately to proceed to the extremity of war for the purpose of accomplishing that object; our solicitude to avoid that extremity, however, has suggested the expediency of the intermediate measures, which have been prescribed with a view to effect the release of the British Residency.

28. The Governor-general in Council has stated in the 26th paragraph the grounds

grounds on which the abrogation of the provisions of the treaty of peace are considered to place the British Government in a state of war with Dowlut Rao Scindia. The measure of declaring the provisions of the treaty of peace suspended until Dowlut Rao Scindia should abandon his connexion with Holkar would manifestly involve the necessity of war, in the event of Dowlut Rao Scindia's inability or disinclination to comply with that demand. Your Excellency will probably concur in opinion with the Governor-general in Council that the measure of suspending those provisions would not be attended with success. In the actual condition of Scindia's affairs, he is probably unable to effect his emancipation from the control of Ghautka, and of his associate Jeswunt Rao Holkar: both Holkar and Ghautka are unquestionably desirous of involving Dowlut Rao Scindia in a war with the British Government, and their influence in the councils, and their ascendancy in the Government of Dowlut Rao Scindia, would enable them to prevent his compliance with our demand. The effect, therefore, of the proposed measure of suspending the provisions of the treaty of peace in the manner described would be to precipitate a war with Dowlut Rao Scindia, and, consequently, to cement the confederacy which it is our object to dissolve.

29. It is obvious that the same influence and ascendancy may preclude the release of the British Residency; but the Governor-general in Council deems the honour and reputation of the British character in India, and, consequently, the security of the British Empire, to be involved in supporting our demand for the release of the Residency at the hazard of war, without reference to the causes which may preclude Dowlut Rao Scindia's compliance with that demand. The Governor-general in Council does not consider the junction of Holkar and Scindia, unconnected with their joint prosecution of measures of actual war against the British Government or its allies, to involve similar considerations of honour and security. The Governor-general in Council, therefore, has not judged it expedient, by demanding the separation of Dowlut Rao Scindia from Jeswunt Rao Holkar, to permit the question of war or peace with Dowlut Rao Scindia to depend upon his ability as well as his inclination to overcome the ascendancy and influence of the chieftains, who at present control his councils, and who are interested in preventing his compliance with the demands of the British Government.

30. For these reasons the Governor-general in Council is decidedly of opinion, that when the British Residency shall have been released, no alternative is left to the British Government but either to adhere to the obligations of the treaty of peace, or to be prepared for the immediate prosecution of hostilities against Dowlut Rao Scindia.

31. While the British Government shall continue to adhere to the obligations of the treaty of peace, Dowlut Rao Scindia has an obvious interest in refraining from such a participation in the hostile proceedings of Holkar as must necessarily place him in a state of war with the British power; and although Dowlut Rao Scindia may not immediately possess the means of emancipating himself from his connexion with Holkar, he probably has the power of abstaining from a participation in the war.

32. No principles of permanency exist in the present extraordinary combination of the interests of Dowlut Rao Scindia and Jeswunt Rao Holkar, which has been effected through the agency and ascendancy of Serjee Rao Ghautka. It is not probable that the adherents of Dowlut Rao Scindia will long submit to be the instruments of the wild and profligate designs of Jeswunt Rao Holkar and Serjee Rao Ghautka, or patiently endure the difficulties and distresses to which they are at present exposed. It may be expected that Dowlut Rao Scindia himself may soon become sensible of the disgrace and degradation of his actual condition; and, if he should retain any latitude of action, may be induced, by a just sentiment of pride and indignation, to make an effectual effort for his emancipation from the control of those chieftains who have abused his confidence and usurped his power. The pacific course of policy which the Governor-general in Council has now resolved to adopt is calculated to accelerate the dissolution of the connexion between Dowlut Rao Scindia and Jeswunt Rao Holkar.

33. If Scindia should commit hostilities against the troops or possessions of the British Government, either singly, or in concert with Jeswunt Rao Holkar, the British Government will, of course, be compelled to adopt the most vigorous measures of war against Dowlut Rao Scindia; but in the judgment of the Governor-general in Council, that necessity is not involved in the continuance of

Scindia's present connexion with Holkar, unaccompanied by acts of positive hostility against the British Government or its allies. In any event, however, no military operations should be undertaken against the forces or possessions of Dowlut Rao Scindia without the previous sanction of the Governor-general in Council; but any actual attack upon the British forces or possessions, or those of our allies, must, of course, be repelled with the utmost promptitude and vigour.

34. These are the considerations which have influenced the deliberate resolution of the Governor-general in Council to adhere to the obligations of the treaty of peace with Dowlut Rao Scindia, notwithstanding the continuance of that chieftain's connexion with Jeswunt Rao Holkar, provided Dowlut Rao Scindia shall ultimately surrender the person of Mr. Jenkins, with the gentlemen and escort attached to the Residency, and shall refrain from the prosecution of measures of war against the British Government and its allies.

35. The Governor-general in Council now deems it proper to state to your Excellency his sentiments with regard to the practicability of effecting a satisfactory pacification with Jeswunt Rao Holkar.

36. The Governor-general has already stated to your Excellency the general principle of a settlement with Jeswunt Rao Holkar, which the Governor-general in Council would consider to be a sufficient security against the turbulence and ambition of that chieftain; adverting, however, to the restless disposition and predatory habits of Holkar, it is not probable that he will be induced to consent to any system of arrangement which shall deprive him of the means of ranging the territories of Hindostan at the head of a body of plunderers, excepting only in the last extremity of ruined fortune. Whatever might be the expediency, under other circumstances than those which at present exist, of offering to Jeswunt Rao Holkar terms of accommodation, without previous submission and solicitation on his part in the present situation of affairs, the offer of terms, such as Jeswunt Rao Holkar might be expected to accept, would be manifestly injurious to the reputation, and ultimately hazardous to the security, of the British Government. It is doubtful, however, whether the haughtiness, ferocity and turbulence of Holkar's disposition could, under any circumstances whatever, be reconciled to a condition of dependence and control. It is manifestly inconsistent with that regard to the reputation of the British Government, the preservation of which constitutes an essential bulwark of our power, or with the principles of public faith and honour, to offer concessions to Holkar; and his rejection or acceptance of concessions offered under the circumstances of the present moment would equally tend to shake the foundations of our power. The Governor-general in Council, therefore, does not entertain any immediate expectation of effecting a settlement with Jeswunt Rao Holkar. If, however, at any future period of time Jeswunt Rao Holkar should manifest a disposition to accede to terms of peace with the British Government, the Governor-general in Council will deem it expedient to take into consideration whatever propositions may be made for that purpose on the part of Holkar; and while the conduct of Dowlut Rao Scindia shall be such as to enable us to maintain with him the relations of amity and peace on the basis of the treaty of Serjee Ajengaum, the Governor-general in Council will consider it to be consistent with those relations to admit of Dowlut Rao Scindia's agency in the settlement of the terms of pacification with Jeswunt Rao Holkar. If, therefore, under the circumstances described, Dowlut Rao Scindia should convey to your Excellency any propositions for a settlement with Jeswunt Rao Holkar, your Excellency will be pleased to receive such propositions, and to communicate them to the Governor-general in Council for the consideration of Government. Until such propositions shall have been communicated to the Governor-general in Council, it is impracticable to determine the specific terms of accommodation with Holkar, to which the Governor-general in Council might deem it expedient to accede. The general principle of such a settlement should be, to combine, with a suitable provision for Jeswunt Rao Holkar, an arrangement which should deprive him of the means of invading the rights and disturbing the possessions of the British Government and its allies: any accommodation with Jeswunt Rao Holkar should also comprise a suitable provision for Cashe Rao Holkar, and, eventually, the assignment of a proportion of the territory of the Holkar family to Dowlut Rao Scindia, according to the original intention of the British Government, in that chieftain's favour.

37. Your Excellency will infer, from the general tenor of those instructions, that it is not the intention of the Governor-general in Council to authorize the further prosecution

prosecution of military operations against Holkar beyond the extent necessary for the defence of our possessions, and those of our allies, against any attempt on the part of Holkar to disturb them. The arrangements prescribed by the instructions of the Governor-general in Council of the 17th of May supersede the necessity of any further suggestions upon that subject at present.

38. Your Excellency will have observed that Mr. Jenkins has deemed it proper to withhold the Governor-general's letters to Dowlut Rao Scindia of the 4th of April, containing a detailed reply to that chieftain's letter of the 18th of October 1804, and of the 23d of April 1805, communicating to Scindia the Governor-general's acceptance of his letter of apology for the outrages committed by his servants against the person of the British representative at his Highness's court, combined with his verbal declarations, and those of his ministers, as a satisfactory atonement for those outrages. Mr. Jenkins has been induced to withhold those letters by the consideration that they were respectively prepared under the supposition of a state of circumstances which did not exist at the time when Mr. Jenkins received those letters. The same considerations appear to have induced Mr. Jenkins to withhold your Excellency's letter to Dowlut Rao Scindia of the 12th of May. The Governor-general in Council cannot approve the conduct of Mr. Jenkins in suspending the delivery of those letters.

39. The Governor-general in Council is especially desirous that Dowlut Rao Scindia should receive the Governor-general's reply to his Highness's letter of the 18th October, and the Governor-general in Council also deems it of importance that Dowlut Rao Scindia should be apprized of the Governor-general's acceptance of the atonement which he offered. The Governor-general has therefore directed duplicates of those letters to be transmitted to your Excellency, and the Governor-general in Council requests that your Excellency will be pleased to forward them to the camp of Dowlut Rao Scindia, with a letter from your Excellency, containing an explanation of the causes which prevented the delivery of the originals of those letters.

40. If Mr. Jenkins should be in the camp of Dowlut Rao Scindia, the Governor-general in Council is not aware of any objection to his agency in the delivery of the letters, notwithstanding the suspension of his functions as the representative of the British Government at Dowlut Rao Scindia's court, since the delivery of the letters may be considered as an official act exclusively referable to a period of time antecedent to the suspension of his functions.

In the event supposed, therefore, your Excellency will be pleased to issue the necessary instructions to Mr. Jenkins for the delivery of the Governor-general's letter to Dowlut Rao Scindia.

We have, &c:

(signed)

Wellesley.

G. H. Barlow.

G. Udny.

Fort William,
25 June 1805.

TRANSLATION of a LETTER from Lord Lake to Dowlut Rao Scindia,
dated 18 July 1805.

I wrote to your Highness under date the 4th ultimo, and I have learnt from Mr Jenkins that he delivered the letter to your Highness on the 17th ultimo. That gentleman has since written me under date the 1st instant, that he had received no answer to any of my letters to your Highness on the subject of his release, and that your Highness had, in spite of his strong remonstrances (conveyed through your minister, Ramchunder Annah), and of his full explanation of the consequences that would result from his forcible detention in your camp, continued to refuse compliance with my demand for his release, though the date fixed in my letter of the 5th ultimo, for his absolute departure from your camp, had expired.

In virtue of the full power vested in me by his Excellency the Most noble the Governor-general in Council, I am obliged, by the extraordinary conduct of your Highness, to declare that you have by your complete departure from the treaties of peace and defensive alliance, and by your recent gross violation of the law of nations, in forcibly detaining in your camp the Resident of the British nation, forfeited to yourself and subjects the advantage which you and they enjoyed under those engagements, and I consider the British Government to be at liberty

to act towards you in every particular in the mode which a regard for its own interests and security may dictate.

I must hereafter consider the Acting Resident, Mr. Jenkins, and all the gentlemen and attendants of the British Residency, as prisoners in your camp, and I have strictly commanded that gentleman to become the medium of no communication whatever that is unconnected with his immediate release, and that of his family and attendants. It is here necessary to inform your Highness, that I must deem the release of the British Residency and their safe conduct to my camp, or to an English post or garrison, as an indispensable overture to any renewal of an amicable intercourse or negotiation between the two states.

(A true translation.)

(signed)

C. T. Metcalfe,
A. G. G. O.

LETTER from the Governor-general in Council to the Secret Committee,
dated 30 July 1805.

To the Honourable the Secret Committee of the Court of Directors.

Honourable Sirs,

OUR despatch of the 15th June to your honourable Committee, contained a communication of our latest advices from the confederated armies of Jeswunt Rao Holkar and Dowlut Rao Scindia. The Governor-general in Council, also, transmitted with that despatch a copy of his Excellency the Right honourable the Commander-in-chief's instructions to Mr. Jenkins, the Acting Resident at the court of Dowlut Rao Scindia, in reply to Mr. Jenkins's communication, of an expected change in the administration of that chieftain, and a copy of the Commander-in-chief's letter to Dowlut Rao Scindia, dated the 4th June, requiring the dismissal and safe conduct of Mr. Jenkins, and the gentlemen and escort attached to the Residency, within the period of ten days after Scindia's receipt of that letter. The Governor-general in Council now deems it proper to transmit to your honourable Committee a copy of a letter from Mr. Mercer, the Governor-general's agent at head quarters, dated the 5th June, stating the considerations which suggested to the Commander-in-chief the expediency of the measures adopted by his Excellency for effecting the release of the British Residency at the court of Dowlut Rao Scindia.

2. The Governor-general in Council has already signified to your honourable Committee his entire approbation of the tenor of the letter which the Commander-in-chief addressed to Dowlut Rao Scindia. After the receipt of those despatches, the Governor-general in Council directed his deliberate attention to the important object of determining the course of policy to be pursued by the British Government, not only in the event of Dowlut Rao Scindia refusing or evading compliance with the Commander-in-chief's demand for the liberation of the Residency within the prescribed period of time, but also under the occurrence of any events which could at that time be foreseen or reasonably supposed.

3. The measure of withdrawing the British Residency did not necessarily place the British Government in a state of war with Dowlut Rao Scindia; and the Commander-in-chief having very properly avoided a direct menace of war, even in the event of Dowlut Rao Scindia's refusing or evading a compliance with his Excellency's demand, the course of measures pursued by the Commander-in-chief appeared to the Governor-general in Council to leave the British Government at liberty, in the actual state of circumstances, to adopt either a pacific or an hostile system of policy with respect to Dowlut Rao Scindia.

4. With a view to determine this important question, the Governor-general in Council deemed it proper to advert to the general principles which had regulated the conduct of this Government towards Dowlut Rao Scindia, and to apply those principles to the actual situation of affairs, and to any state of circumstances which might be expected to arise. Those principles were,—first, to avoid the renewal of hostilities with Dowlut Rao Scindia, excepting only under the occurrences of such acts of overt hostility on the part of Dowlut Rao Scindia, involving the honour and security of the British Government and possessions, as must necessarily place us in a state of war with that chieftain; secondly, to maintain the relations of amity and peace with Dowlut Rao Scindia, according to the provisions of the Treaty of Serjee Ajengaum, without demanding from
Dowlut

Dowlut Rao Scindia or granting to him any concessions beyond the limits prescribed by that engagement.

5. The operation of these general principles, however, was necessarily rendered in some degree subordinate to the obligation of obtaining from Dowlut Rao Scindia a satisfactory atonement for the outrages committed by his servants against the person of the British Resident on the 27th December 1804, and 25th January 1805. Dowlut Rao Scindia having complied with the demand of atonement in a degree which appeared to the Governor-general in Council to be satisfactory, it became unnecessary to regulate the conduct of the Governor-general in Council towards him by any references to the outrages committed by that chieftain's servants against the British Resident.

6. Exclusively of Dowlut Rao Scindia's refusing the required atonement, the cases which were considered as constituting acts which would justify and require the measure of an immediate attack upon that chieftain's forces were,—

First. His proceeding with his army to Bhurtpore according to his declared intention, or in any manner passing the line of demarcation prescribed by the treaty of peace.

Second. Dowlut Rao Scindia's placing his army in a position evidently menacing to the British Government or its allies.

Third. Dowlut Rao Scindia's receiving Jeswunt Rao Holkar or Ameer Khan into his camp, and under such circumstances either continuing in his actual position or retreating.

7. The cases stated under the second and third heads may be considered to have occurred, Dowlut Rao Scindia having placed his army in a position evidently menacing to the British Government and its allies; and having subsequently received both Jeswunt Rao Holkar and Ameer Khan, and retired with those chieftains, his Excellency the Commander-in-chief acted in strict conformity to the instructions of this government in advancing with the troops under his Excellency's personal command towards the position occupied by Scindia, near the frontier of our ally, the Ranah of Gohud. If Scindia had awaited in that position the approach of the British army, and had refused to comply with the demands which the Commander-in-chief was authorized to make, an immediate attack upon the united forces of that chieftain and Holkar would have been indispensably necessary for the vindication of the honour and rights of the British Government, or if circumstances had admitted of the pursuit of the retreating armies with a prospect of forcing them to action, the Commander-in-chief's demands having been rejected, that measure would have been highly expedient, and in strict conformity to the intentions of the Governor-general in Council.

8. In the event of an attack, the British Government would have been placed in a condition of actual war with Dowlut Rao Scindia, and the result of the action would have determined the necessity of prosecuting further measures of hostility against him.

9. The immediate operations of the British army, however, being precluded by the precipitation of Dowlut Rao Scindia's retreat, and by the state of the season, it became a subject of deliberation whether, under all the circumstances of the case, it was necessary to consider the British Government to be in a state of actual war with Dowlut Rao Scindia. The circumstances of precipitation, alarm and disgrace under which the united forces of Dowlut Rao Scindia and Jeswunt Rao Holkar retreated from their position at Subbulgurh, the distressed and inefficient condition of their armies, and the deficiency of their resources, appeared to the Governor-general in Council to preclude that necessity on any grounds connected with the honour or security of the British Government.

10. In conformity, therefore, to the general principles stated in the paragraph of this despatch, the Governor-general in Council resolved to suspend the prosecution of hostilities against the possessions of Dowlut Rao Scindia, unless that chief should proceed to such acts of direct hostility as would necessarily place us in a state of war with him.

11. At the same time, under the circumstances of Dowlut Rao Scindia's conduct in uniting his forces with those of the enemy, and of the state of restraint and distress of the British Residency at his Highness's court, it appeared to be indispensably necessary, for the preservation of the credit and dignity of the British Government, to demand the release of the Residency, and to maintain that demand even at the hazard of war. The Governor-general in Council, however,

actuated by an anxious desire to avoid that extremity, deemed it advisable to adopt intermediate measures, which might induce Dowlut Rao Scindia to comply with that demand. In the event, therefore, of the detention of the Residency beyond the time limited by the Commander-in-chief, the Governor-general in Council resolved, in the first instance, to adopt a measure of retaliation, by publicly prohibiting Dowlut Rao Scindia's Vakeel at Calcutta from quitting that city, by communicating this prohibition to Dowlut Rao Scindia, and by promulgating it in the most public manner at every court in India. If this measure should not induce Dowlut Rao Scindia to release the British Residency, the Governor-general in Council resolved to declare the suspension of the payment of the stipends and of the revenues of Dholepore, Baree and Rajah Kerrah, payable under the treaty of peace; and if this measure, also, after a sufficient latitude of trial, should prove ineffectual, the Governor-general in Council was decidedly of opinion that it would be expedient to adopt the coercive measures of resuming all the jagheers granted by the treaty of peace, in seizing Dowlut Rao Scindia's possessions in Ahmednuggur, and of attacking Asseerghur and Boorhampore, and Scindia's several forts near the frontier of Guzerat, declaring at the same time to Scindia, that those possessions should be restored when Mr. Jenkins, with the gentlemen and escort of the Residency, should have been released, and should have arrived in safety at a British station.

12. With regard to the conduct of Dowlut Rao Scindia, considered without reference to the detention of the Residency, the resolution of the Governor-general in Council was regulated as before, by the general principles stated in the paragraph.

13. The Governor-general in Council was decidedly of opinion, that, notwithstanding the indisputable justice of considering Dowlut Rao Scindia's actual connexion with Jeswunt Rao Holkar to be a legitimate ground of war with Dowlut Rao Scindia, that connexion was attended with circumstances which precluded the necessity, on grounds either of security or honour, of rendering it a cause of war with Scindia; and the Governor-general in Council accordingly resolved to refrain from the prosecution of hostilities against Dowlut Rao Scindia, on the ground of his connexion with Holkar, uncombined with acts of positive aggression on the part of Dowlut Rao Scindia against the British Government or any of its allies. This determination appeared to the Governor-general in Council to preclude the abrogation and even the suspension of any of the obligations of the treaty of peace.

14. The abrogation of any of the provisions of that treaty, without the mutual consent of the contracting parties, obviously constitutes a virtual dissolution of that engagement, and both parties consequently revert to the condition in which they relatively stood before the conclusion of the treaty of peace. In that event, therefore, the British Government would be placed in a state of war with Dowlut Rao Scindia, although we should refrain from the actual prosecution of military operations against that chieftain. Under the operation of the same principles, it was evident that the measure of declaring the suspension of any of the provisions of the treaty of peace until Dowlut Rao Scindia should abandon his connexion with Holkar would involve the necessity of war in the event of Dowlut Rao Scindia's inability or disinclination to comply with that demand.

15. For these reasons the Governor-general in Council was decidedly of opinion, that after the British Residency should have been released, no alternative was left to the British Government but either to adhere to all the obligations of the treaty of peace, or to be prepared for the immediate prosecution of hostilities against Dowlut Rao Scindia.

16. It appeared to the Governor-general in Council, that while the British Government should continue to adhere to the obligations of the treaty of peace, Dowlut Rao Scindia had an interest in refraining from such a participation in the hostile proceedings of Holkar as must necessarily place him in a state of war with the British power, and that, although Dowlut Rao Scindia might not immediately possess the means of emancipating himself from his connexion with Holkar, he probably had the power of abstaining from a participation in the war. These considerations influenced the deliberate resolution of the Governor-general in Council to adhere to the obligations of the treaty of peace with Dowlut Rao Scindia, notwithstanding the continuance of that chieftain's connexions with Jeswunt Rao Holkar, provided Dowlut Rao Scindia should ultimately surrender the person of Mr. Jenkins, with the gentlemen and escort attached to the Resi-

dency, and should refrain from the prosecution of measures of war against the British Government and its allies.

17. On the basis of these sentiments and resolutions, the Governor-general in Council transmitted to the Right honourable the Commander-in-chief instructions for the regulation of his conduct under the occurrence of any events which it was necessary to contemplate. The Governor-general in Council, deeming it to be sufficient to state in the body of this despatch the general principles of policy which have regulated his conduct with regard to Dowlut Rao Scindia, refers your honourable Committee to the enclosed copy of his instructions to the Commander-in-chief, which were dated the 25th of June, for information relative to the application of those principles to eventual occurrences. Your honourable Committee will observe that those instructions also comprehend the declaration of the sentiments and orders of the Governor-general in Council on the subject of a pacification with Jeswunt Rao Holkar. With a view to remedy the error in Mr. Jenkins's conduct in withholding the Governor-general's letter to Dowlut Rao Scindia, of the 4th and 22d April (to which our despatch to your honourable Committee of the 31st of May refers), the Governor-general in Council further deemed it expedient to transmit duplicates of those letters to the Commander-in-chief, directing his Excellency to forward them, with positive instructions to Mr. Jenkins for the immediate delivery of them to Dowlut Rao Scindia, explaining at the same time to his Highness the causes which prevented the delivery of the originals of those letters.

18. The Governor-general now adverts to the proceedings of the confederate chieftains, according to the advices received from Mr. Jenkins since the date of the latest intelligence which had reached the Governor-general in Council at the date of our despatch to your honourable Committee of the 15th of June.

19. Dowlut Rao Scindia and Jeswunt Rao Holkar continued to move in a westerly direction towards Ajmere. The detail of their progress is described in the despatches from Mr. Jenkins to his Excellency the Commander-in-chief, which are noted in the margin, and of which copies are annexed to this despatch. With reference to the observations contained in Mr. Jenkins's despatch to the Commander-in-chief of the 7th of June, on the subject of the disposition of the petty chiefs of Hindostan and of the Rajpoot States, it may be proper to state some observations for the notice of your honourable Committee; their conduct must necessarily be regulated by the progress of events. None of those chiefs possesses singly the power of resisting the forces of the confederates; and any effectual combination among those chiefs is rendered impracticable by the nature of their tenures, by their respective views and prejudices, and by the insuperable operation of immemorial usages and customs. They are therefore compelled to submit to exactions enforced by the vicinity of a superior force, and their preservation and their interests are concerned in supporting the cause of that power, which, engaged in a contest with another state, appears to be successful, and in abstaining from any opposition to either of the belligerent powers which possesses the means of punishing their resistance.

31 May.
3 June.
7 June.

20. In contracting alliances with the petty States of Hindostan, the British Government has never entertained the vain expectation of deriving from them the benefits of an active opposition to the power of the Mahratta chieftains, or even of an absolute neutrality, excepting under circumstances which should enable us to protect them against the power of the enemy. At the same time, the actual or expected superiority and success of the confederates can alone induce those states to unite their exertions with those of the enemy in active operations against the British power.

21. In the present reduced condition of the power of the confederates, and in the actual situation of the Rajpoot States of Jodepore and Jynagur, no probability exists of the success of any endeavours on the part of the confederates to obtain the co-operation of those states, notwithstanding the influence which Jeswunt Rao Holkar appears to have established in their councils by means of his agents.

22. The justice of these observations, with respect to the State of Jynagur, is demonstrated by the actual conduct of that state as described in the enclosed copy of a despatch from Lieutenant-colonel Malcolm, dated the 24th of June, containing the copy of a letter from the Acting Resident at Jynagur to the Commander-in-chief, dated the 19th of June. Your honourable Committee will observe, that the evasion and temporizing policy of the Court of Jynagur is the

necessary result of the operation of those principles which are described in the preceding paragraph of this despatch.

23. The opinion which is entertained among the States of Hindostan, with regard to the reduced condition of the enemy, and the consequent improbability of success on the part of the confederates, in their endeavours to effect a combination of the States of Hindostan against the British power, may be inferred from the overtures which the Commander-in-chief has lately received from the Rana of Odeypoor (one of the principal Rajpoot States), soliciting the aid of the British power against the confederates. A copy of the despatch from Lieutenant-colonel Malcolm, dated the 18th of June, containing a translation of the Rana of Odeypoor's letter upon that subject to the Commander-in-chief, is enclosed for your honourable Committee's information. The course of policy which the Governor-general in Council has adopted with regard to Dowlut Rao Scindia, having necessarily precluded our compliance with the solicitations of the Rana of Odeypoor, the Commander-in-chief has instructed to communicate to that chieftain's Vakeel the indispensable necessity, under actual circumstances, of declining the proposals of the Rana. A copy of the reply, which was addressed to Lieutenant-colonel Malcolm, under the order of the Governor-general in Council, is also annexed to this despatch.

24. The Governor-general in Council is satisfied that the confederates have never entertained the desperate project of attacking the army under the command of Major-general Jones, as described in the despatch from Mr. Jenkins, of the 7th of June; the complete destruction of the remnant of their military force would, unquestionably, be the result of such an attempt; but the prevailing report of that project, industriously propagated by Holkar and his partisans, may be considered to afford a proof of the sense which the confederates entertain of the impracticability of effecting any efficient combination of the States of Hindostan against us, without previously restoring the credit of their arms by some decided and important success.

25. In our despatch of the 15th June, the Governor-general in Council communicated to your honourable Committee the probability of a material change in the administration of Dowlut Rao Scindia. Having since received from Mr. Jenkins a despatch, dated the 10th, containing a detailed statement of the circumstances connected with that event, together with an able discussion on the subject of the views and disposition of Jeswunt Rao Holkar and Dowlut Rao Scindia, the Governor-general in Council deems it proper to transmit, enclosed, a copy of that despatch for your honourable Committee's information.

26. The Governor-general in Council also deems it proper to annex to this despatch a copy of a letter from Lieutenant-colonel Malcolm, dated the 23d of June, containing the observation of his Excellency the Commander-in-chief, on the despatch from Mr. Jenkins, to which the preceding paragraph refers.

27. The Governor-general in Council concurs in many points with the sentiments of the Commander-in-chief, as expressed in that letter; at the same time, the Governor-general in Council is not disposed to abandon the expectation which he has been led to entertain respecting the dissolution of the confederacy, in the event of Serjee Rao Ghautka's removal from the office of prime minister at the court of Dowlut Rao Scindia, and of the appointment of Ambajee, the inclination of whose interest must necessarily dispose him to effect the emancipation of Scindia from the control of Holkar, and to suggest a course of policy directed to the preservation of amity with the British Government, and compatible with the efficient operation of the alliance concluded between the two states.

28. That degree of ascendancy which Jeswunt Rao Holkar at present possesses in the councils of Dowlut Rao Scindia, and which enables him to control the measures of Scindia's administration, has been established and hitherto maintained by the aid of Serjee Rao Ghautka, whose views and disposition have uniformly coincided with those of Jeswunt Rao Holkar. Any support and assistance which Holkar may derive from the agency of Ambajee in the prosecution of designs against the British Government and its allies, involving the co-operation of Dowlut Rao Scindia, may be considered to be compulsive, and may be expected to cease when the ascendancy of Holkar in the councils of Scindia shall have been diminished by the success of Ambajee's endeavours to restore the independence of Dowlut Rao Scindia's government, and to provide for his own security against a repetition of the extortion and cruelty which Ambajee has suffered at the hands of Jeswunt Rao Holkar. Admitting, therefore, the appointment of Ambajee to the

British Government, such an event would by no means attach to Mr. Jenkins's character, nor would it be attributed to Mr. Jenkins; and if hostilities should occur, Mr. Jenkins need not be under any apprehension for his own safety, as the persons of Vakeels were sacred in all situations of either war or peace."

17 June.
20 June.

34. Mr. Jenkins's report of his proceedings, in consequence of the Commander-in-chief's instructions of the 4th of June, is contained in his despatches to the Commander-in-chief of the dates noted in the margin, copies of which are annexed to this despatch; a copy of Lieutenant-colonel Malcolm's letter, dated the 13th June, containing the Commander-in-chief's remarks on the conduct of Dowlut Rao Scindia, as described in Mr. Jenkins's letter to his Excellency of the 20th June, is also enclosed for your honourable Committee's information.

35. The Governor-general in Council has now the honour to communicate to your honourable Committee his sentiments, with the state of affairs, as described in Mr. Jenkins's despatch of the 20th of June, and the measures and resolutions adopted in consequence by the Governor-general in Council.

36. The argument by which Dowlut Rao Scindia endeavoured to justify his evident determination to avoid a compliance with the Commander-in-chief's demand for the release of Mr. Jenkins is destitute of any real force, and Scindia himself was probably sensible of its fallacy. The Governor-general in Council, however, deemed it advisable to deprive Scindia of the advantage of any pretext for the detention of Mr. Jenkins, by a distinct confirmation of the Commander-in-chief's demand, under the seal and signature of the Governor-general. It appeared to the Governor-general in Council, that if such a requisition, authenticated by the seal and signature of the Governor-general, should also prove unsuccessful, it must be inferred, that Scindia was either disposed or was in a state to be compelled to hazard the alternative of war. Whatever latitude of action Scindia might possess or might be allowed with regard to this particular point, it seemed evident, from the general tenor of the advices received since the despatch of our instructions to the Commander-in-chief of the 25th June, that the power of Dowlut Rao Scindia was absorbed in that of Jeswunt Rao Holkar, and that a speedy dissolution of the connexion between those chieftains could not reasonably be expected by the exclusive operation of those causes, on which, at the date of those instructions, the Governor-general in Council had been induced to found that expectation. It appeared to the Governor-general in Council to be evident, that if Dowlut Rao Scindia was disposed, or would be compelled to hazard the renewal of war rather than comply with the demand for the dismissal of the Residency, the speedy prosecution of hostilities on the part of the British Government was advisable upon every principle of dignity, security, and even of economy. It could not be supposed either that Dowlut Rao Scindia would refuse or evade a compliance with the Governor-general's demands, without previously resolving to detain Mr. Jenkins at the hazard of war, or that after the receipt of the Governor-general's letter Scindia could expect to deceive us by any further subterfuges; under actual circumstances, therefore, it appeared to the Governor-general in Council that great danger must inevitably be produced by our abstaining from the prosecution of hostilities at the earliest practicable period of time, if Scindia should refuse or evade a compliance with the Governor-general's demand.

37. In conformity to these sentiments the Governor-general in Council issued instructions to the Commander-in-chief, authorizing and directing his Excellency to be prepared to commence active operations against the confederated forces of Dowlut Rao Scindia and Jeswunt Rao Holkar, as soon as the season should admit; and to transmit, with the least practicable delay, a plan of operations for the eventual prosecution of hostilities in every quarter of Hindostan and the Deccan. The Governor-general in Council, however, at the same time signified to the Commander-in-chief, that no act of hostility must be committed against Scindia without further instructions from the Governor-general. At the same time the Governor-general in Council judged it proper to authorize the Commander-in-chief, at whatever time his Excellency might deem it expedient, to make any forward movement of the troops in Hindostan, either with a view to the protection of our possessions, or to the attainment of a final settlement of affairs with Scindia and Holkar in that quarter.

38. The Governor-general, in his letter to Dowlut Rao Scindia, to which these instructions referred, after adverting to the argument by which Dowlut Rao Scindia endeavoured to evade a compliance with the Commander-in-chief's demand for the release of Mr. Jenkins, and exposing the fallacy of that argument,

ment, confirmed, in express terms, the Commander-in-chief's demand; and signified his expectation that, within the space of 14 days after Dowlut Rao Scindia's receipt of the Governor-general's letter, his Highness would permit Mr. Jenkins, the gentlemen and escort of the Residency, to depart from his Highness's camp, and would afford them safe conduct to the nearest British station.

39. The Governor-general further intimated to Dowlut Rao Scindia, that he would never recede from that demand; and that after the expiration of the term limited for the dismissal of Mr. Jenkins, neither his Excellency the Commander-in-chief, nor the Governor-general, could receive from his Highness any communication which he might desire to make through Mr. Jenkins, nor could Mr. Jenkins be authorized to transact any official business with Dowlut Rao Scindia, or with his ministers.

40. The Governor-general at the same time observed, that his Highness's responsibility for the safety of Mr. Jenkins, and of every person attached to the Residency, from injury or insult, would not be diminished by the suspension of Mr. Jenkins's functions as the representative of the British Government at Dowlut Rao Scindia's court.

41. The Governor-general further observed, that Dowlut Rao Scindia's detention of Mr. Jenkins, after his Highness's receipt of the Governor-general's letter, far from tending to the accomplishment of any object connected with the interests of his Highness, was an act calculated to preclude every advantage derivable from the preservation of amity and concord between the two states. The Governor-general also adverted to the intimation which Dowlut Rao Scindia had received from the Commander-in-chief, that after the arrival of Mr. Jenkins, and the gentlemen and escort attached to the Residency, under safe conduct at a British station, the Commander-in-chief would be prepared to receive any confidential agent whom his Highness might think proper to despatch for the purpose of communicating on points connected with the welfare and amity of both states, and that at a proper season an officer of rank would be despatched to his Highness's court in the capacity of representative of the British Government. In this letter, also, the Governor-general distinctly explained to Dowlut Rao Scindia the extent of the powers vested in the Commander-in-chief.

42. The Governor-general then proceeded to advert to the letters which his Excellency had addressed to Dowlut Rao Scindia, under dates the 4th and 22d of April, observing that the extraordinary and unfavourable state of affairs at his Highness's court had necessarily prevented the delivery of those letters, and intimating that those letters would now be delivered; that the perusal of them would remove all error and misconception with regard to the intention of the British Government; but that if any point should appear to his Highness to require explanation, his Highness must refer to Lord Lake, who had full authority to state the Governor-general's sentiments to his Highness. The Governor-general concluded by declaring his determination to maintain the treaty of peace without alteration, and neither to advance any demand, nor to grant any concession inconsistent with that engagement; and by expressing a hope that his Highness was disposed to respect the allies and territories of the Company, and not only to afford no assistance to our enemies, but to co-operate with Lord Lake against them.

43. Copies of our instructions to his Excellency the Commander-in-chief of the 25th July, and of the Governor-general's letter to Dowlut Rao Scindia, are annexed to this despatch, for your honourable Committee's more detailed information.

44. By a letter from Mr. Jenkins to the Governor-general's agent, at head quarters, dated the 19th of June, it appears that Cashee Rao Holkar, who had arrived in the vicinity of the camp of the confederates, had an interview of reconciliation with Jeswunt Rao Holkar. The number of troops with Cashee Rao Holkar was stated to be inconsiderable.

45. On the 22d of June, Rajah Ambajee was liberated from confinement, and was subsequently received by Dowlut Rao Scindia with every degree of respect

* The substance of the Governor-general's letter of the 4th April is stated in the () and following paragraphs of the Governor-general in Council's despatch of the 31st May; and the substance of the Governor-general's letter of the 22d of April is contained in the () paragraph of the same despatch.

respect and attention. The ceremony of his reception was considered to be preparatory to his appointment to the charge of the executive authority of his Highness's government, in the room of Serjee Rao Ghautka, until the expiration of the term limited by the Commander-in-chief for the release of the Residency. Mr. Jenkins continued to employ every endeavour to obtain an audience of Dowlut Rao Scindia on the subject of the Commander-in-chief's letter of the 4th of June, but without success. On the evening of the 27th of June, the last day of the prescribed term, Mr. Jenkins was visited by Anna Bhasker, the Sicca Navees, on the part of Dowlut Rao Scindia, for the express purpose of inducing Mr. Jenkins to waive his demand of dismissal. The detail of the conference holden on that occasion is described in the annexed copy of Mr. Jenkins's despatch of the 1st instant to his Excellency the Commander-in-chief. Your honourable Committee will observe from the contents of that despatch, that Dowlut Rao Scindia professes the most amicable intentions with regard to the British Government, but appears resolved to withhold his consent to the departure of Mr. Jenkins, on the pretext that his dismissal would constitute the appearance of enmity between the two states; and your honourable Committee will observe that Dowlut Rao Scindia refuses to admit that the detention of Mr. Jenkins can be considered a ground of war.

46. The Governor-general in Council deems it proper to annex to this despatch a copy of Lieutenant-colonel Malcolm's letter of the 10th instant, stating the sentiments of the Commander-in-chief upon the communication contained in Mr. Jenkins's despatch of the 1st instant, together with a copy of the Commander-in-chief's instructions to Mr. Jenkins in reply to that communication. The course of proceeding adopted by the Commander-in-chief leaves the British Government at liberty to pursue such measures as may appear advisable, with reference either to the prosecution of war or to a state of peace.

47. The instructions of the Governor-general in Council, addressed to the Commander-in-chief, under date the 25th July, and the Governor-general's letter to Dowlut Rao Scindia, of the same date, of which the substance has been stated in this despatch, has superseded the necessity of any further directions. No information of a later date than the 1st instant has been received from the camp of Dowlut Rao Scindia.

48. With a view to apprise your honourable Committee of the extent of the forces of the confederates, the Governor-general in Council deems it proper to annex to this despatch a copy of a circular letter which has been transmitted to the chief British authorities in Hindostan and the Deccan, containing a statement of the nature and extent of the forces of those chieftains, according to the most authentic information that it has been practicable to procure.

49. The Governor-general in Council also deems it proper to transmit, for your honourable Committee's information, the enclosed copy of a letter addressed to the Governor-general by his Excellency's Military Secretary, showing the disposition and actual position of the British troops both in Hindostan and the Deccan, under the orders upon that subject communicated to your honourable Committee in our despatch of the 31st May.

50. No event has occurred, at any of the other Durbars of India, of sufficient importance to the interests of the honourable Company to require notice in this despatch. The conduct of the Peishwa, the Soubadar of the Deccan, and the Rajah of Nagpore, has continued to be conformable to the obligations of subsisting engagements.

We have, &c.
(signed) *Wellesley.*
G. H. Barlow.
G. Udny.

Fort William, 30 July 1805.

LETTER from the Governor-general in Council to Lord Lake,
dated 25 July 1805.

My Lord,

THE Governor-general in Council has taken into consideration the despatch of Lieutenant-colonel Malcolm, addressed, by your Excellency's direction, to the Secretary to Government, under date the 30th ultimo, communicating the copy of a letter from the Acting Resident at the court of Dowlut Rao Scindia to your Excellency's

Excellency's address, dated the 20th ultimo, which contains the Acting Resident's report of his communication with Dowlut Rao Scindia, on the subject of your Excellency's requisition for the dismissal of the British Residency within a limited number of days.

2. The argument by which Dowlut Rao Scindia has endeavoured to justify his evident resolution to avoid a compliance with your Excellency's demand for the release of Mr. Jenkins is destitute of any real force, and Scindia himself is probably sensible of its fallacy. The Governor-general in Council, however, deems it advisable to deprive Scindia of the advantage of any pretext for the detention of Mr. Jenkins by a distinct confirmation of your Excellency's demand, under the seal and signature of the Governor-general.

3. The Governor-general has accordingly addressed the enclosed letter to Dowlut Rao Scindia, confirming and enforcing your Excellency's demand for the dismissal and safe conduct of the British Residency, and a copy of that letter is annexed to this despatch for your Excellency's information.

4. Your Excellency will observe that the letter from the Governor-general addressed to Scindia refers to former letters of the Governor-general addressed to that chief, but not delivered to Scindia by Mr. Jenkins, in consequence of the unfavourable state of affairs at Scindia's Durbar. It appears to be absolutely necessary that the Governor-general's letters should now be delivered to Scindia, in order to remove every possible ground of error or misconstruction of the views of the British Government. This point has already been stated to your Excellency in the letter from the Governor-general in Council, under date 25th June, and it appears proper to recommend it to your Excellency's particular attention.

5. If this requisition should also prove unsuccessful, it will be evident that Scindia is either disposed or is compelled to hazard the alternative of war. Whatever latitude of action Scindia may possess or may be allowed with regard to this particular point, it seems evident, from the tenor of the advices received since the despatch of our instructions to your Excellency of the 25th ultimo, that the power of Dowlut Rao Scindia is at present absorbed in that of Jeswunt Rao Holkar, and that a speedy dissolution of the connexion between those chieftains cannot reasonably be expected by the exclusive operation of those causes on which the Governor-general in Council has been induced to found that expectation. If it be evident that Dowlut Rao Scindia is disposed or compelled to hazard the renewal of war rather than comply with the demand for the dismissal of the Residency, the speedy prosecution of hostilities on the part of the British Government appears to be advisable upon every principle of dignity, security, and even of economy. Unless the confederates should be induced to suppose that, notwithstanding the failure of the present final requisition for the release of the British Residency, the British Government still entertained an expectation of accomplishing its release, without proceeding to hostilities against Scindia, it may reasonably be apprehended that they will ascribe our forbearance to motives incompatible with the dignity of the British Government and with the reputation of our power; such an impression would obviously encourage the confederates in their hostile designs, and in either case the confederates would derive from delay additional advantages in the prosecution of them. It cannot, however, be supposed either that Dowlut Rao Scindia will refuse or evade a compliance with the Governor-general's demand, without previously resolving to detain Mr. Jenkins at the hazard of war, or that Scindia can now expect to deceive us by any further subterfuges; great danger, therefore, must inevitably be produced by our abstaining from the prosecution of hostilities at the earliest practicable period of time, if Scindia should refuse or evade a compliance with the present demand.

6. In conformity to these sentiments, the Governor-general in Council now authorizes and directs your Excellency to be prepared to commence active operations against the confederated forces as soon as the season will admit, and the Governor-general in Council requests that your Excellency will transmit, with the least practicable delay, a plan of operations for the eventual prosecution of hostilities in every quarter of Hindostan and the Deccan.

7. Copies of this despatch will be transmitted to the Government of Fort St. George and Bombay, and to the Residents at Poona, Hyderabad and Nagpore, together with a circular letter to the Chief Secretary, of which a copy is annexed for your Excellency's information. Directions will be issued for placing the armies in the Deccan and in Guzerat in a state of readiness to act against the forts and possessions of Dowlut Rao Scindia in those quarters.

8. No act of hostility, however, against Scindia is to be committed without further instructions from the Governor-general; but your Lordship will be pleased, at whatever time you may deem expedient to make any forward movement of the troops of Hindostan which you may deem advisable, either with a view to the protection of our possessions, or to the attainment of a final settlement of affairs with Scindia and Holkar, in that quarter.

We have, &c.

(signed)

Wellesley.

G. H. Barlow.

G. Udny.

Fort William,
25 July 1805.

LETTER from Lord Wellesley to Dowlut Rao Scindia, dated 25 July 1805.

To Dowlut Rao Scindia. (Written 25 July 1805.)

YOUR Highness has been apprized that his Excellency the Right honourable Lord Lake, Commander-in-chief of the British forces, is vested by this Government with full powers, on the part of the British Government, to regulate and control all political and military affairs in Hindostan. Lord Lake has addressed to your Highness several letters, desiring the dismissal of Mr. Jenkins, and the other gentlemen and escort attached to the Residency, from your Highness's camp, and their safe conduct to a British station. These requisitions, however, your Highness has not been pleased to regard with due attention; and I am now informed, by a despatch from Mr. Jenkins, that your Highness's ministers, under some apparent error, have endeavoured to justify this neglect of the Commander-in-chief's requisitions, and of the repeated and earnest applications of Mr. Jenkins for his dismissal and safe conduct, by referring to a letter, in which I informed your Highness that Mr. Jenkins was vested with powers to transact all matters which related to the interests of the two states, and to Letters of a similar import, addressed to your Highness by Colonel Close.

My notification to your Highness of Mr. Jenkins's authority to transact all affairs connected with the interests of both states was made under circumstances differing entirely from those which suggested the necessity of suspending Mr. Jenkins's functions, and requiring his dismissal from your Highness's court. Having been officially apprized of the powers vested in his Excellency the Commander-in-chief, your Highness cannot entertain any doubt of Lord Lake's authority to suspend Mr. Jenkins's functions and to demand his dismissal, independently of these considerations. It cannot be unknown to your Highness that, according to the acknowledged privileges and powers of the accredited minister of a foreign state, the representative of the British Government at your Highness's Court is entitled to demand his dismissal, even without any direct communication to your Highness of such demand from the government which he represents, and a refusal to comply with that requisition would constitute a violation of those laws and usages which are acknowledged and revered amongst all civilized nations. With a view, however, to remove every obstacle to the immediate release of Mr. Jenkins, and the other gentlemen and escort attached to the Residency, I deem it expedient to confirm, by a direct communication to your Highness, the demand which you have received from Lord Lake, the Commander-in-chief, and from Mr. Jenkins, and to signify to your Highness my expectation, that within the space of fourteen days after your receipt of this letter, your Highness will permit Mr. Jenkins, the gentlemen and escort of the Residency, to depart from camp, and will afford them safe conduct to the nearest British station. Your Highness must admit that the British Government is entitled to withdraw its representative from your Highness's court, without any reference to the conduct of your Highness's government; your Highness, therefore, will not persevere in a refusal to comply with this requisition, after so many solemn demands from the British Government.

It is my duty to apprise your Highness that I will never recede from this demand. It is superfluous to state, that after the expiration of the time limited for the dismissal of Mr. Jenkins, neither his Excellency Lord Lake, the Commander-in-chief, nor I can receive from your Highness any communication which you may desire to make through Mr. Jenkins; nor will Mr. Jenkins be authorized to transact any general business with your Highness or with your Highness's ministers;

ministers; at the same time it is necessary to signify to your Highness, that your responsibility for the safety of Mr. Jenkins, and of every person attached to the Residency from injury or insult, is not diminished by the suspension of that gentleman's functions as the representative of the British Government at your Highness's court. I trust, however, that after your receipt of this letter, your Highness will not persist in detaining Mr. Jenkins; such an act, far from tending to the accomplishment of any object connected with the interests of your Highness, is calculated to preclude every advantage to be derived from the preservation of amity and concord between the two states.

Your Highness has already been apprized, that after the arrival of Mr. Jenkins, and the gentlemen and escort attached to the Residency, under safe conduct at a British station, his Excellency the Commander-in-chief will be prepared to receive any confidential agent whom your Highness may think proper to despatch for the purpose of communicating on points connected with the welfare and amity of both states, and that at a proper season an officer of rank will be despatched to your Highness's court in the capacity of a representative of the British Government.

I deem it proper to take this opportunity of desiring that your Highness will consider his Excellency the Commander-in-chief, Lord Lake, to be vested with full powers to conduct all political and military affairs in Hindostan on the part of the British Government; and that you will deem his Excellency's acts and communications to be as valid as if proceeding immediately from my authority.

I have recently addressed several letters to your Highness, under date the 4th and 22d April. The extraordinary and unfavourable state of affairs at your Highness's court has, of necessity, prevented Mr. Jenkins from delivering my letters to your Highness; those letters, however, will now be delivered to your Highness, and all error and misconstruction of the interests of the British Government will henceforth cease. If any part should appear to your Highness to require explanation, you will be pleased to refer to Lord Lake, who has public authority to state my sentiments to your Highness.

My determination is to maintain the late treaty of peace without alteration. I trust that Your Highness's disposition will be found to be equally conformable to the treaty of peace, the conditions of which the British Government cannot consent to change in any degree. Your Highness must be satisfied that the alternative of war or peace now rests with your Highness. No demand has been made upon you; nor will any demand be advanced by the British Government beyond the limits of the treaty of peace; but no concession can be granted inconsistent with that engagement. Your Highness, I trust, is determined on your part to respect the allies and territories of the Company, and not only to afford no assistance to our enemies, but to co-operate with Lord Lake against them.

(A true copy.)

(signed) *J. Adam,*
Deputy Secretary to Government.

LETTER from Mr. Jenkins to Lieutenant-colonel Malcolm,
dated 16 August 1805.

Sir,

YESTERDAY evening I had the honour to receive your despatch of the 7th instant, enclosing the copy of a despatch from his Excellency the Governor-general in Council to the Right honourable the Commander-in-chief, and a khureeta from the Most noble the Governor-general to the address of his Highness Dowlut Rao Scindia.

According to his Highness's desire, I attended the Durbar this evening, and had the honour to present the Governor-general's letter to the Maharajah: nothing of consequence passed at this visit.

Jeswunt Rao Holkar has again separated the ladies of his family, and the greater part of his baggage to be conveyed to a place of safety. The ladies, I understand, will return to Jondpoor. It is likewise probable, from the general tenor of reports, that in order to conciliate Ambajee, Serjee Rao Ghautka will shortly be dismissed by Holkar, who is now seriously alarmed at the inimical spirit which has of late prevailed in the councils of this Durbar with respect to that chief. Holkar is said to be moving towards Ajmere.

I have, &c.

(signed) *R Jenkins,*
Acting Resident, D. R. S

Camp, 16 August 1805

LETTER from Mr. *Jenkins* to Colonel *Malcolm*, dated 15 September 1805

To Colonel *Malcolm*, &c. &c. &c.

Sir,

I HAVE the honour to acquaint you, for the information of the Right honourable the Commander-in-chief, that, on account of some delay in the arrangements for the escort by which I am to be accompanied from camp on the part of Dowlut Rao Scindia, I have been compelled to postpone my departure this day, but I am assured that every thing will be prepared for me to commence my march to-morrow.

According to his Highness's request I waited upon the Maharajah last night, and I do myself the pleasure to state, for his Lordship's notice, the principal heads of this conference. After the customary compliments had passed between the Maharajah and myself, Ambajee Inglia and Anna, at his Highness's desire, seated themselves near me, and the Siva Nuveese commenced the conversation by remarking, that, on account of the unfavourable appearance which my dismissal would have afforded to the world of his views and intentions towards the British Government, the Maharajah had been very reluctant to consent to the adoption of such a measure and his Highness had indulged an expectation that my Government would have been induced to retract the demand, that from the tenor of the late letters, however, of the Right honourable the Commander-in-chief and Colonel Malcolm, and from that of Kavil Nyne's communications through Gopaul Kishen, his Highness had perceived that a compliance with the repeated requisitions of his Lordship and of the Governor-general on that subject was absolutely necessary to remove the doubts which had been excited by my detention, and to promote a renewal of that friendly and confidential intercourse which had formerly subsisted between the two states. Guided by these considerations, and by the entire devotion of his heart to the friendship of the honourable Company's government, that his Highness had no longer hesitated in complying with the wishes of that government, and by so doing, his Highness trusted that every source of doubt and mistrust, and every obstacle to the speedy adjustment of all depending points, would be now removed, that it was his Highness's ardent desire to recover the confidence and good opinion of the British Government, and that he expected to find that state in every respect inclined to meet his wishes, and to second his efforts for the accomplishment of so desirable an object.

I replied by addressing myself to the Maharajah in a few words, that the auspicious measure which his Highness had now adopted afforded the most ample demonstration of that wisdom and pacific spirit, upon which the Company's government had always relied, for the speedy re-establishment of an amicable connexion with his Highness, and that his Highness would find, in his intercourse with the British nation, that the prosecution of a just and honourable system of policy on his part would ever secure the most cordial acknowledgment and support from that power, and would tend to promote in the most effectual manner his Highness's dearest interests and views.

The Maharajah personally repeated his anxious desire for the speedy adjustment of all points, and particularly for the removal of every doubt which might have

have been excited relative to his views. I said that no cause of mistrust could longer subsist, and that his Highness might depend upon the earliest arrangement of every question. I requested to know whom his Highness had appointed to negotiate on his part with the Right honourable the Commander-in-chief. His Highness informed me that Moonshee Kauvul Nyne was vested with full powers of negotiation, and that he was fully instructed on all points; but that he trusted, after my departure from camp, that I would not consider myself to be entirely absolved from the obligation of promoting his interests with the honourable Company. I assured his Highness that it had been the invariable desire of the Most noble Marquess Wellesley, as it was that of the Most honourable the Governor-general,—a desire which, from the period of my accession to the charge of the interests of the two states, I had endeavoured to the best of my ability to promote,—that the bonds of alliance and good understanding with his Highness should be maintained on the firmest basis of cordiality and confidence; that if my exertions for the welfare of his Highness's Government had been formerly thwarted by self-interested and evil-minded persons, it had always been my firm belief that the counsels and actions of such persons were in contrariety to his Highness's disposition and feelings, and that my personal respect and attachment to his Highness would ever render the welfare of his government an object of the utmost interest to my mind.

Gopaul Kishen, who was present at this conference, then addressed himself to me by remarking, that he had already stated to me the financial distresses of this government, and that I was well acquainted with every thing that related to the interests and concerns of the Maharajah; that I had also received the fullest communications relative to the assurances which, under the orders of Kauvul Nyne, and with the knowledge of the Right honourable the Commander-in-chief, he had been authorized to make to the Maharajah, as well as relative to all his transactions with the government; and that as the Maharajah in every respect relied upon the friendship of the honourable Company, he (Gopaul Kishen) trusted that no deviation would take place from the tenor of those assurances and transactions. I replied, that the British Government never deviated from the rules of justice and good faith, and that his Highness would, I was convinced, implicitly rely on that assurance.

The conversation then turned upon the late transactions with Holkar and the defection of the troops of that chief. This subject Ambajee Ingolia requested me particularly to recommend to the attention of the Right honourable the Commander-in-chief. Besides Bungush and Shahamut Khan, he informed me that about 2,000 of Holkar's best horse had remained at Ajmere, and only waited for money to enter the Maharajah's service. To this communication I replied, that Kummul Nyne would, of course, enter into a discussion of all points with the Right honourable the Commander-in-chief as soon as my departure should be known, and that every arrangement would be adopted that could in any way tend to the mutual advantage of the states. Ambajee Ingolia then made some allusions respecting Gohud and Gwalior; to which I replied generally, that his Highness might depend upon the most liberal adjustment on the part of the Company's government of all depending questions. To some observations and questions of Annah and Ambajee respecting a peace with Holkar, I returned likewise a general answer, that the object of the British Government in a war with Holkar was entirely unconnected with any views of conquest or of extended dominion; that the object of the British Government was directed to the preservation of its just rights and those of its allies; and that it would embrace, with the utmost pleasure, any occasion which might afford a reasonable prospect of concluding a peace with Holkar consistently with this object, and with the general tranquillity of India.

After paying the personal compliments to his Highness which the occasion required, and repeating my confidence that all depending points would be speedily and satisfactorily adjusted, I then took my leave of his Highness.

I take this opportunity of acknowledging the receipt of your despatches of the 1st and 5th of September; your letter of the latter date to Ambajee Ingolia was delivered to that person by Gopaul Kishen, whom I directed, according to the

tenor

under of his Lordship's orders, to inform Ambajee that he might consider it as an engagement superseding that which I had given him, until I could refer to superior authority.

I have, &c.

(signed) *Rd Jenkins,*
Acting Resident.

Camp, 15 September 1805.

(A true copy.)

(signed) C. T. Metcalfe,
A. G. G. O.

(A true copy.)

(signed) J. Adam,
Deputy Secretary to Government.

(True copies.)

East India House,]
26 April 1844.]

T. L. Peacock,
Examiner of India Correspondence.

SCINDIA.

COPY of Letter from Lord Lake to Maharajah
Dowlat Rao Scindia, dated 18 July 1805, re-
lative to Scindia.

(*Mr. Macaulay.*)

COPIES of Letters from Mr. Mercer, Mr.
Jenkins, Lord *Wellesley*, Lord *Lake*, and the
Governor-general in Council, relative to Scindia.

(*Mr. Maugham.*)

Ordered, by The House of Commons, to be Printed,

9 May 1844.

259.

Under 80c.

SCINDE.



RETURN to an ORDER of the Honourable The House of Commons,
dated 13 March 1845 :—*for*,

RETURNS “showing the Number of EUROPEAN and NATIVE SOLDIERS of the INDIAN ARMIES employed in *Scinde*, in each Year since its first Occupation in 1838 up to the 31st day of December 1843; specifying the Total Strength in each Year, and the Strength of each Corps in each Year, from 1838 to 1844 inclusive:—Also, the Number of Officers and Men treated in Hospital, the Number Dead from Disease, the Number Killed in Action, and the Number Dead from all other Causes; specifying the Number of European and Native Soldiers, and the Number of Officers of each Rank, and of each Branch of the Service, in each Year from 1838 to 1844 :—Also, the Number Invalided, the Number found Unfit for any further Service, and Pensioned; specifying the Number of Europeans, the Number of Natives, and the Number of Officers, from each Branch of the Service, in each Year from 1838 to 1844 inclusive.”

East India House, }
31 March 1846. }

JAMES C. MELVILL.

(*Mr. Hume.*)

Ordered, by The House of Commons, to be Printed,
30 April 1846.

RETURNS RELATIVE TO EUROPEAN AND NATIVE SOLDIERS

RETURN showing the Number of EUROPEAN and NATIVE SOLDIERS of the INDIAN ARMIES employed in *Scinde*, in each Year since its first Occupation in 1818. Also the Number of Officers and Men treated in Hospital, the Number Killed in Action, and the Numbers Dead from all other Causes; specifying the Number of Invalids, the Number found unfit for any further Service, and Pensioned; specifying the Number of Europeans, the Number of Natives, and the Number

TOTAL Strength in each Year.				Strength of each Corps in each Year.										Number of Officers and Men treated in Hospital.*						Dead from Disease.													
European.		Native.		CORPS.										European.			Native.			European.		Native.											
Commissioned Officers.	Non-commissioned, and Rank and File.	Commissioned Officers.	Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.						
1838:				H. M.'s 2d Foot, 1 to 31 Dec. - -										3	7	14	4	53	518	-	-	-	1	-	2	3	73	-	-	-	3	-	
68	1158	-	-	H. M.'s 17th Foot, 4 to 31 Dec. - -										3	5	18	4	57	530	-	-	-	-	-	-	78	-	-	-	2	-		
				6	12	32	8	110	1048	-	-	-	1	-	2	3	151	-	-	-	-	-	-	-	-	5	-						
				H. M.'s 2d Foot, from 1 Jan. to 31 Dec. -										3	7	14	1	53	515	-	-	1	14	12	3	47	1295	-	-	1	-		
				H. M.'s 17th Foot, from 1 Jan. to 31 Dec. - -										3	5	18	4	56	529	-	-	-	30	-	-	789	-	-	-	3	-		
				Bengal Detachment, Irregular Cavalry										-	-	1	-	-	-	8	200	-	-	-	-	-	-	-	1	-			
				BOMBAY:																													
				Horse and Foot Artillery, to 1 Jan. 1839 - -										1	5	13	-	-	475	3	198	-	-	1	-	338	-	-	1	-	58	-	
				1st Regiment Light Cavalry (Lancers), to 1 Jan. 1839 -										2	4	12	2	2	-	13	445	-	-	-	-	2	-	29	792	-	2	1	
1839:				Sappers and Miners, to 1 Jan. 1839 - -										-	1	3	1	-	-	3	211	-	-	-	-	-	-	30	-	-	-		
193	1635	125	6,074	1st or Grenadier Regiment Native Infantry, to 1 Jan. 1839										1	3	10	1	1	-	12	597	1	4	10	-	-	-	753	-	-	-		
				2d or Grenadier Regiment Native Infantry, to 1 Jan. 1839 - -										1	3	8	1	-	-	664	-	2	9	-	-	-	7	633	-	-	2	-	
				5th Regiment Native Light Infantry, to 1 Jan. 1839 - -										1	2	7	2	2	-	13	683	2	1	4	2	-	-	2	500	-	-	-	
				19th Regiment N. I., to 1 Jan. 1839 - -										2	1	7	2	-	-	15	715	1	-	4	-	-	-	5	271	-	-	-	
				22d Regiment N. I., to 1 Jan. 1839 - -										1	-	9	1	-	-	12	637	-	-	10	-	-	-	12	1,379	-	-	-	
				23d Regiment N. I., to 1 Jan. 1839 - -										1	4	5	2	2	-	13	695	1	4	4	-	-	-	11	913	-	-	-	
				26th Regiment N. I. Poona Auxiliary Horse										1	3	7	1	-	-	14	728	1	5	12	-	-	-	21	1,806	-	-	-	
														1	1	-	1	-	-	5	301	-	-	-	-	-	-	-	-	-	2	-	
				18	39	114	22	116	1519	125	6,074	7	30	105	5	19	2422	87	7,337	1	2	6	1	7	180	4	528	-	-				
				Bengal Detachment Irregular Cavalry										-	-	1	-	-	-	6	195	-	-	-	-	-	-	-	-	-	1	-	
				BOMBAY:																													
1840:				H. M.'s 2d Foot, from 1 Jan. to 31 Dec. -										1	2	8	2	51	370	-	-	3	3	-	-	17	117	-	-	-	2	10	
165	1393	152	6,204	H. M.'s 17th Foot, from 1 Jan. to 31 Dec. - -										3	1	16	3	61	418	-	-	-	8	-	-	288	-	-	8	-	21	-	
				Horse and Foot Artillery, on 1 Jan. 1840 - -										1	7	14	-	-	459	11	410	-	-	-	-	517	-	30	-	16	-		
				1st Regiment Light Cavalry (Lancers)										2	5	10	1	2	-	12	416	-	-	-	-	-	1	61	-	-	-		
				Sappers and Miners -										-	1	3	1	-	-	6	244	-	-	1	-	-	2	228	-	-	-		

* Each fresh admission into hospital is counted in these Returns; hence, in consequence of the same individual having been admitted, discharged, and again admitted, the same name may appear more than once in the column of names. This remark refers to all the entries in the Column of Names.

RETURNS RELATIVE TO EUROPEAN AND NATIVE SOLDIERS

TOTAL Strength in each Year.				Strength of each Corps in each Year.						Number of Officers and Men treated in * Hospital.						Dead from Disease.													
European.		Native.		CORPS.						European.			Native.			European.			Native.										
Commissioned Officers.	Non-commissioned, and Rank and File.	Commissioned Officers.	Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.		
1840—continued																													
BOMBAY—contd.																													
1st or Grenadier Regiment N. I.				1	2	4	1	-	-	13	493	1	3	6	-	-	-	-	922	-	-	-	-	-	-	-	-	6	
2d or Grenadier Regiment N. I.				1	3	9	1	-	-	18	682	-	1	-	-	-	-	-	15	1,176	-	-	-	-	-	-	-	17	
5th Regiment N. L. I.				2	2	6	1	1	-	15	678	1	-	10	1	-	-	-	2	670	-	-	-	-	-	-	-	23	
6th Regiment N. I.				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	
8th - ditto				-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	4	306	-	-	-	1	-	-	-	1	
19th - ditto				1	2	7	1	-	-	15	648	-	-	-	-	-	-	-	1	43	-	-	-	-	-	-	-	3	
22d - ditto				1	1	8	1	-	-	16	790	-	-	11	1	-	-	-	5	658	-	-	-	1	-	-	-	27	
23d - ditto				2	4	8	1	1	-	17	605	1	-	2	-	-	-	-	8	507	-	-	-	-	-	-	-	9	
25th - ditto				-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	8	670	-	-	-	-	-	-	1	6	
26th - ditto				1	2	3	1	-	-	18	652	1	7	26	-	-	-	-	31	1,263	-	-	-	-	-	-	-	21	
Poona Auxiliary Horse				-	1	1	-	-	-	5	301	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	
				16	36	98	15	116	1277	152	6,204	7	15	67	2	17	922	77	6,642	-	-	11	-	2	47	1	141		
Bengal detachment 1st Irregular Cavalry. 1 Jan. to 21 April.				-	-	-	1	-	-	4	190	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	
BOMBAY:																													
Horse and Foot Artillery, 1 Jan. 1842				-	5	9	-	-	431	8	310	-	3	-	-	-	263	2	231	1	-	-	-	-	-	6	-	2	
1st Regiment Light Cavalry (Lancers)				-	2	2	-	-	-	5	181	-	-	-	-	-	-	-	600	1	-	-	-	-	-	-	-	18	
3d - ditto				1	1	6	-	1	-	6	236	1	-	13	1	3	-	3	475	-	-	-	-	-	-	-	-	11	
Sappers and Miners				-	-	-	-	-	-	2	56	-	-	-	-	-	-	-	15	-	-	-	-	-	-	-	-	2	
1st or Grenadier Regiment N. I.				1	1	8	1	-	-	17	921	1	2	11	-	-	-	-	690	-	-	-	-	-	-	-	-	13	
2d or Grenadier Regiment N. I.				1	3	7	1	-	-	16	903	1	4	22	-	-	-	-	7	2,847	-	-	4	-	-	-	1	50	
5th Regiment N. L. I.				1	3	6	1	1	-	17	623	-	2	14	-	-	-	-	1	717	-	-	-	-	-	-	-	17	
6th Regiment N. I.				1	3	8	-	1	-	18	947	-	-	12	-	-	-	-	23	2,831	-	-	-	-	-	-	-	17	
8th - ditto				1	1	8	1	-	-	12	800	1	-	6	-	-	-	-	19	1,420	-	-	-	-	-	-	1	17	
20th - ditto				-	3	10	1	-	-	17	804	-	4	15	1	-	-	-	18	1,763	-	-	1	-	-	-	-	50	
21st - ditto				1	3	8	1	-	-	15	909	-	3	16	-	-	-	-	7	1,602	-	-	1	-	-	-	-	38	
23d Regiment N. L. I.				2	4	10	1	-	-	17	804	-	1	14	-	-	-	-	12	663	-	-	-	-	-	-	-	7	
25th Regiment N. I.				1	4	8	1	-	-	14	923	-	2	11	-	-	-	-	17	1,513	-	-	1	2	-	-	1	34	
Poona Auxiliary Horse				-	-	1	-	-	-	2	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	
				10	33	91	10	-	91	-	6,904	4	21	134	2	3	263	100	15,427	2	1	8	-	-	6	3	327		
1842:																													
II. M.'s 22d Foot, 19 Feb. to 31 Dec. 1842				3	6	22	6	86	841	-	-	3	10	55	5	86	2748	-	-	-	-	1	-	17	128	-	-	-	
II. M.'s 28th Foot, 18 Sept. to 31 Dec.				3	6	11	5	59	576	-	-	3	4	12	3	42	464	-	-	-	-	1	1	-	12	72	-	-	
Bengal 9th Light Cavalry, 1 Oct. to 31 Dec.				2	3	9	2	3	-	13	464	-	-	6	-	-	-	3	117	-	-	-	-	-	-	-	-	2	
Bengal 19th Native Infantry, 20th April to 31 Dec.				1	3	13	2	2	-	15	1,007	1	2	9	1	2	-	10	547	-	-	1	-	1	-	1	-	52	
BOMBAY:																													
Horse and Foot Artillery, to 1 Jan. 1843				-	3	5	-	-	311	5	195	-	1	1	-	-	501	-	139	-	-	-	-	-	-	49	-	4	
3d Regiment Light Cavalry				-	1	2	-	1	-	5	122	-	2	9	-	1	-	5	467	-	-	-	-	-	-	-	1	10	
1st or Grenadier Regiment N. I.				1	4	12	1	-	-	18	850	1	2	9	-	-	-	-	938	-	-	-	-	-	-	-	-	15	
2d or Grenadier Regiment N. I.				1	1	10	1	-	-	10	861	2	2	45	-	-	-	-	12	1,216	-	-	1	-	-	-	2	31	
6th Regiment N. I.				1	3	9	-	-	-	18	943	-	1	11	-	-	-	-	58	3,249	-	-	-	-	-	-	-	78	
8th - ditto				-	2	10	1	-	-	18	974	-	1	10	-	-	-	-	2	1,037	-	-	-	-	-	-	-	15	
12th - ditto				1	1	11	2	-	-	14	961	1	2	9	1	-	-	-	17	2,213	-	-	-	-	-	-	1	100	
15th - ditto				1	2	7	1	-	-	15	877	1	-	12	-	-	-	-	5	815	-	-	-	-	-	-	1	27	
17th - ditto				1	3	10	2	-	-	18	950	2	7	19	2	-	-	-	9	918	1	-	1	-	-	-	-	28	
20th - ditto				1	3	9	1	-	-	13	868	-	2	12	2	-	-	-	18	1,662	-	-	-	-	-	-	1	67	
21st - ditto				-	4	10	1	-	-	18	979	-	1	8	-	-	-	-	18	1,100	-	-	-	-	-	-	2	34	
23d - ditto				1	4	11	1	-	-	11	857	-	-	-	-	-	-	-	-	26	-	-	-	-	-	-	-	1	
25th - ditto				1	3	11	1	-	-	17	906	1	-	14	-	-	-	-	12	1,115	-	-	-	-	-	-	3	59	
Poona Auxiliary Horse				-	1	-	-	-	-	2	248	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	
				18	53	173	27	151	1728	216	12,128	15	37	241	14	131	3803	169	15,565	1	2	3	1	30	240	12	542		

Killed in Action.						Deaths from other Causes.						Invalided.						Pensioned.										
European.					Native.	European.					Native.	European.					Native.	European.					Native.					
Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers. Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers. Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers. Native Non-commissioned Officers, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers. Native Non-commissioned, and Rank and File.		
1	1	-	-	-	1 70 1 23 3 144	1	1	-	-	-	-	-	-	-	-	-	-	-	-	1 1 13 3 23 5	1	-	-	-	-	-	1 1 1 17 3 6 1 22 - 7	
1	5	-	-	-	7 280	1	1	-	-	-	1 1	16	-	1	1	-	-	-	15	51	1	-	-	-	-	4	6 65	
-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	16	-	5	-	-	-	-	19	-	13
-	-	-	-	-	1 4	-	-	-	-	-	-	1 15	-	-	-	-	-	-	-	6	-	-	-	-	-	-	1 11 7	
-	-	-	-	-	-	-	-	-	-	-	-	13	-	-	-	-	-	-	-	2	-	-	-	-	-	2	9	
-	1	-	-	-	10	-	-	1	-	-	-	25	-	-	-	-	-	-	1	5	-	-	-	-	-	-	8	
-	-	-	-	-	2	-	-	-	-	-	-	2	-	-	-	-	-	-	1	7	-	-	-	-	-	-	13	
-	-	-	-	-	2	-	-	-	-	-	-	7	-	-	-	-	-	-	1	7	-	-	-	-	-	-	14	
-	-	-	-	-	1	-	-	1	-	-	-	1	-	-	-	-	-	-	1	5	-	-	-	-	-	-	38	
-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	32	-	-	-	-	-	-	10	
1	-	2	-	5	22	-	-	2	-	-	1	65	-	-	-	-	-	-	16	2	84	1	-	-	-	19	17 142	
-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	4	-	-	-	-	-	-	2	-	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	-	-	-	-	-	1	7	-	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	3	-	-	-	-	-	7	1	
-	2	-	-	-	18	-	-	1	-	1	3	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	
-	-	-	-	-	-	-	-	1	-	-	2	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	
-	-	-	-	-	3	-	-	-	-	-	-	24	-	-	-	-	-	-	4	23	-	-	-	-	-	2	25	
-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	6	10	-	-	-	-	-	3	44	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	12	-	-	-	-	-	2	16	
1	1	-	-	-	12	-	-	-	-	-	-	1	-	-	-	-	-	-	23	23	-	-	-	-	-	1	46	
-	-	-	-	-	3	-	-	-	-	-	-	3	-	-	-	-	-	-	1	12	-	-	-	-	-	2	52	
-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	12	-	-	-	-	-	-	12	
1	3	-	-	-	38	-	-	2	-	1	3	60	-	1	-	-	-	-	17	4	138	1	-	-	1	10	12	202

Total Strength in each Year.				Strength of each Corps in each Year.								Number of Officers and Men treated in Hospital.								Dead from Disease.											
European.		Native.																													
Officers.	Non-commissioned, and Rank and File.	Commissioned Officers.	Non-commissioned, and Rank and File.	European.				Native.				European.				Native.				European.				Native.							
				Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.				
CORPS.																															
1843: 0 8006 282 13,400				H. M.'s 13th Light Infantry, 18 to 31 Dec. 1843 -				1	5	16	4	47	986	-	-	-	-	1	1	2	75	-	-	-	-	-	5	-			
				H. M.'s 22d Foot, 1 Jan. to 11 May -				3	7	18	6	89	876	-	-	1	3	10	-	75	828	-	-	-	-	-	10	50	-		
				H. M.'s 28th Foot, 1 Jan. to 23 Nov. -				3	5	10	4	58	506	-	-	8	17	36	8	211	2100	-	-	-	-	4	1	18	170	-	
				H. M.'s 78th Highlanders, 20 May to 31 Dec. Left wing joined 2 Dec.				3	8	10	5	81	770	-	-	1	6	39	2	109	841	-	-	-	-	-	6	44	-		
				BENGAL:																											
				1st Company 2d Battalion Foot Artillery, 19 May to 31 Dec.				-	1	2	-	6	72	-	41	-	2	1	-	18	129	-	59	-	-	-	-	5	40	-	
				3d Company 2d Battalion Foot Artillery, 29 April to 31 Dec.				-	-	3	-	7	77	-	127	-	-	6	-	13	115	-	162	-	-	-	-	3	19	-	
				9th Light Cavalry, 1 Jan. to 31 Dec.				2	3	10	2	3	-	13	365	5	7	23	4	-	-	19	1,422	-	-	-	-	-	-	-	3
				9th Native Infantry, 7 April to 31 Dec.				2	4	10	1	2	-	23	1,048	1	6	20	3	8	-	20	1,587	-	1	1	-	-	-	4	-
				10th Native Infantry, 24 May to 31 Dec.				1	3	10	1	2	-	21	1,086	-	4	35	1	4	-	35	1,806	-	-	-	-	-	-	-	11
1844: 0 3737 346 17,008				19th Native Infantry, 1 Jan. to 10 March				1	3	12	2	2	-	14	1,040	-	-	-	-	-	134	-	-	-	-	-	1	4			
				55th Native Infantry, 10 March to 31 Dec.				-	3	6	1	2	-	20	928	-	8	16	1	6	-	46	2,166	-	-	-	-	-	4	12	
				Detachment, 9th Irregular Cavalry, 1 April to 31 Dec.				-	-	2	1	-	-	12	364	-	-	2	-	-	32	693	-	-	-	-	-	-	-	4	
				BOMBAY:																											
				Horse and Foot Artillery, on 1 Jan. 1844				-	4	6	-	373	6	218	-	-	2	-	1,183	6	355	-	-	1	-	-	129	-	-	7	
				2d European Light Infantry - - -				-	-	-	-	-	-	-	-	-	-	-	1	37	-	-	-	-	-	-	-	15	-	-	
				3d Regiment Light Cavalry - - -				-	-	-	-	-	-	-	-	1	6	28	2	5	-	11	906	-	1	-	-	-	-	-	2
				Sappers and Miners - 1st or Grenadier Regiment N. I. - - -				1	2	8	1	-	-	717	1	3	9	-	-	-	1,032	-	-	-	-	-	-	-	-	-	6
				6th Regiment N. I. - - -				1	3	11	-	-	-	840	1	3	11	-	-	-	81	3,292	-	-	-	1	-	-	-	-	17
				8th - ditto - - -				1	3	11	1	-	-	900	-	7	13	-	-	-	25	2,468	-	-	-	1	-	-	-	1	7
1845: 0 3737 346 17,008				12th - ditto - - -				1	2	8	1	-	19	891	-	2	15	1	-	33	1,083	-	-	-	-	-	1	2			
				13th - ditto - - -				-	-	-	-	-	-	-	-	-	4	-	-	3	192	-	-	-	-	-	-	1	1		
				15th - ditto - - -				1	3	10	1	-	18	940	3	6	26	2	-	34	3,111	-	-	3	-	-	-	1	3		
				17th - ditto - - -				1	4	10	2	-	20	950	-	4	28	-	-	20	2,514	-	-	-	-	-	-	-	2		
				20th - ditto - - -				-	3	11	-	-	18	679	-	4	26	1	-	38	4,212	-	-	-	-	-	-	-	4	8	
				21st - ditto - - -				1	4	10	1	-	20	901	2	1	45	1	-	43	2,395	-	-	-	-	-	-	-	4	8	
				25th - ditto - - -				1	2	11	1	-	20	1,017	1	-	8	-	-	10	1,764	-	-	1	-	-	-	-	-	4	
				Poona Auxiliary Horse				-	1	-	-	-	-	2	248	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
								25	73	217	35	209	3640	282	13,400	25	80	408	27	452	5308	450	32,401	-	1	13	1	42	9	81	10
				1846: 0 3737 346 17,008				H. M.'s 78th Highlanders, 1 Jan. to 31 December Light Company joined 9 January -				3	9	24	5	94	873	-	-	2	20	60	6	388	5130	-	-	-	1	1	-
H. M.'s 80th Foot, 1 Jan. to 31 Dec -								3	8	22	5	89	880	-	-	7	28	63	8	224	2302	-	-	-	1	-	1	12	69	-	
H. M.'s 13th Light Infantry, 1 Jan. to 4 Dec -								1	5	16	4	47	981	-	-	1	1	17	1	5	1210	-	-	-	-	1	1	60	-	-	
BENGAL:																															
4th Troop 1st Brigade Horse Artillery, 1 May to 31 Dec.								-	1	3	1	2	-	2	428	-	-	1	-	-	-	516	-	1	-	-	-	-	1	1	
1st Company 2d Battalion Foot Artillery, 1 Jan. to 12 April -								-	1	-	-	5	31	-	80	-	-	-	-	4	22	-	22	-	-	-	-	3	4	-	
3d Company 2d Battalion Foot Artillery, 1 Jan. to 12 April -								-	-	1	-	6	27	-	71	-	-	-	-	5	5	-	2	-	-	-	-	1	4	-	
3d Company 6th Battalion Foot Artillery, 1 May to 31 Dec.								-	-	2	-	-	-	3	156	-	-	-	-	-	-	5	137	-	-	-	-	-	-	-	3

TOTAL Strength in each Year.				Strength of each Corps in each Year.						Number of Officers and Men treated in Hospital.						Dead from Disease.												
European.		Native.		CORPS.						European.		Native.		European.		Native.		European.		Native.								
Commissioned Officers.	Non-commissioned, and Rank and File.	Commissioned Officers.	Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	Field Officers.	Captains.	Subalterns.	Regimental Staff.	Non-commissioned Officers.	Rank and File.	Native Officers.	Native Non-commissioned, and Rank and File.	
BENGAL—continued.																												
4th Company 6th Battalion Foot Artillery, 4 April to 31 December				-	1	5	-	-	-	2	78	-	-	4	-	-	-	2	38	-	-	-	-	-	-	-	-	-
7th Light Cavalry, 6 May to 31 Dec.				1	4	0	2	3	-	14	987	1	6	11	1	13	-	31	2,911	-	-	-	-	-	-	-	-	-
9th Light Cavalry, 1 Jan. to 25 Feb.				2	3	10	2	3	-	11	1,100	-	-	2	-	-	-	3	136	-	-	-	-	-	-	-	1	
4th Native Infantry, 10 May to 31 Dec.				1	4	11	1	2	-	22	805	2	5	4	-	-	-	28	1,587	-	-	-	-	-	-	-	1	
9th Native Infantry, 1 Jan. to 15 April.				2	4	12	1	2	-	22	981	-	2	7	1	1	-	3	223	-	1	1	-	-	-	-	1	
10th Native Infantry, 1 Jan. to 8 June				1	3	12	2	2	-	22	953	-	1	6	-	-	-	11	376	-	-	-	-	-	-	-	5	
55th Native Infantry, 9 April to 31 Dec.				-	1	7	-	2	-	18	812	-	3	1	-	1	-	2	262	-	-	-	-	-	-	-	-	
64th Native Infantry, 5 May to 31 Dec.				2	3	0	1	2	-	20	788	1	2	9	1	2	-	16	912	-	-	-	-	-	-	-	-	
69th Native Infantry, 5 May to 31 Dec.				1	1	14	2	2	-	20	976	-	-	13	2	3	-	16	1,500	-	1	-	-	-	-	-	1	
6th Irregular Cavalry				-	1	2	-	-	-	21	750	-	1	2	3	-	-	24	686	-	-	-	-	-	-	-	1	
BOMBAY.																												
Horse and Foot Artillery				-	2	15	-	377	12	340	-	3	18	-	1,163	1	253	-	-	-	-	-	-	-	-	79	-	
(a) 2d European Lt. Infantry				2	1	10	-	18	286	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(b) 2d Regiment Lt. Cavalry				-	-	-	-	-	-	-	-	1	4	10	2	5	8	7	1,222	-	-	-	-	-	-	-	-	
(a) 3d ditto				-	1	3	1	1	-	11	381	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sappers and Miners (b) Detachment 3d Regiment Native Infantry				-	-	-	-	-	-	3	139	-	4	-	-	23	40	4	372	-	-	-	-	-	-	-	2	
(a) 6th Regt. Native Infantry				-	-	-	-	-	-	-	-	-	-	-	-	-	-	390	-	-	-	-	-	-	-	-	-	
8th ditto				1	2	10	-	1	-	18	948	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12th ditto				1	1	9	1	-	-	19	1,000	-	-	4	-	-	-	7	752	-	-	-	-	-	-	-	-	
13th ditto				1	1	11	2	-	-	20	805	-	1	13	-	-	-	13	1,064	-	-	-	-	-	-	-	-	
13th ditto				2	3	8	1	1	-	15	981	1	1	15	-	3	-	17	1,017	-	-	-	-	-	-	-	-	
(b) 14th ditto				-	-	-	-	-	-	-	-	1	1	33	1	-	-	24	1,334	-	-	-	-	-	-	-	-	
17th ditto				1	3	10	1	-	-	19	885	1	2	38	-	-	-	10	1,122	-	-	-	-	-	-	-	1	
18th ditto				-	2	4	1	-	-	9	559	1	4	4	1	-	-	20	1,287	-	1	-	-	-	-	-	-	
(a) 20th ditto				1	2	11	1	-	-	12	944	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(a) 21st ditto				1	2	10	1	-	-	11	663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
25th ditto				1	3	13	1	-	-	15	919	-	1	7	-	-	-	1	541	-	-	-	-	-	-	-	-	
				28	72	273	36	282	3455	346	17,008	19	90	360	27	677	7880	245	18,602	-	6	6	2	44	455	12	-	

OF THE INDIAN ARMIES EMPLOYED AT SCINDE; &c.

9

Killed in Action.		Deaths from other Causes.		Invalided.		Pensioned.	
European.	Native.	European.	Native.	European.	Native.	European.	Native.
2nd Lieutenants.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							
Rank and File.							
Native Officers.							
Native Non-commissioned, and Rank and File.							
Field Officers.							
Captains.							
Subalterns.							
Regimental Staff.							
Non-commissioned Officers.							

Philip Melvill,
Secretary Military Department.

RETURN of the Number of Troops of all Descriptions and Ranks in the Province of *Scinde*, under the Command of General the Regular Regiments, Cavalry and Infantry, from the Irregular Corps of Infantry and Cavalry; the Number

	EUROPEANS.					NATIVES.		
	Field Officers.	Captains.	Subalterns.	Surgeons and Assistant Veterinary Surgeons.	Non-commissioned Drummers, Rank and File.	Commissioned Officers.	Non-commissioned, Rank and File.	Public Followers.
BOMBAY FORCE:								
QUEEN'S TROOPS:								
Her Majesty's 78th and 86th Regiments and Volunteers; 13th Light Infantry - - - - -	4	15	45	-	2,236	-	-	380
COMPANY'S TROOPS:								
Regulars:								
One Regiment Light Cavalry - - - - -	1	1	8	3	1	12	423	64
Eight Regiments, and a Detachment of Native Infantry - - -	5	16	71	8	3	142	6,602	720
One Troop of Horse Artillery - - - - -	-	1	4	2	147	-	24	52
Three Companies European Foot Artillery - - - - -	-	1	8	-	268	2	77	72
Three Companies Native Foot Artillery - - - - -	-	-	5	-	-	9	192	25
Sappers and Miners - - - - -	-	-	2	-	18	3	150	27
Irregulars:								
Belochee Battalion - - - - -	-	-	-	-	1	-	334	-
Scinde Camel Corps - - - - -	-	-	-	-	-	-	380	-
„ Horse - - - - -	-	1	2	1	-	19	561	18
Staff - - - - -	7	15	11	4	-	-	-	182
In Charge of Ordnance Department - - - - -	-	-	-	-	-	-	-	42
„ Commissariat ditto - - - - -	-	-	-	-	-	-	-	40
BENGAL FORCE.								
COMPANY'S TROOPS:								
Regulars:								
Second European Regiment - - - - -	1	4	19	2	748	-	-	126
One Regiment Light Cavalry - - - - -	1	3	3	2	2	12	370	537
Three Regiments Native Infantry - - - - -	4	6	27	2	62	56	2,372	105
One Troop Native Horse Artillery - - - - -	-	1	2	1	6	1	92	293
Gun Lascars, attached to ditto - - - - -	-	-	-	-	-	-	27	-
One Company Native Foot Artillery, with Light Field Battery attached - - - - -	-	-	1	-	2	2	73	-
Ordnance Drivers attached to ditto - - - - -	-	-	-	-	-	-	61	-
One Company Native Foot Artillery, with Camel Battery attached - - - - -	-	-	1	-	2	2	75	-
Ordnance Drivers, attached to ditto - - - - -	-	-	-	-	-	-	93	-
Engineers - - - - -	1	-	4	-	-	-	-	-
Irregulars:								
Bundelcund Legion:								
Artillery - - - - -	-	-	1	-	3	3	87	115
Gun Lascars and Ordnance Drivers attached to ditto - - -	-	-	-	-	-	-	57	-
Cavalry - - - - -	-	1	2	-	-	6	727	17
Infantry - - - - -	-	1	1	1	2	20	859	25
One Regiment and a Detachment of Irregular Cavalry - - -	-	1	2	1	-	11	1,182	55
Police Force:								
Mounted, Rural, and City - - - - -	-	1	3	-	-	57	2,316	15
TOTAL - - - - -	24	68	222	27	3,501	357	17,137	2,910

ABSTRACT OF TROOPS.

	CAVALRY.		ARTILLERY.	
	Europeans.	Natives.	Europeans.	Natives.
Her Majesty's Service - - - - -	-	-	-	-
Honourable Company's Service - { Regulars	25	817	152	733
Police - - - - - { Irregulars	48	2,506	4	147
Police - - - - -	4	2,373	-	-
TOTAL - - - - -	77	5,696	156	880

by C. Napier, on the 1st day of January 1845; stating the Number of QUEEN'S and of COMPANY'S TROOPS; distinguishing and Description of Artillery, Engineers, Commissariat, and all other Establishments in the Province at that Date.

CAMP EQUIPAGE.					CATTLE.							ORDNANCE.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Tents.	Native ditto.	Hospital ditto.	Warrant Officers' ditto.	Sick Carriage.	Doodies and Munchiees.	Camels.	Draft Bullocks.	Pack ditto.	Horses.	Mules.	Elephants.	Artificers.	GUNS, BRASS.				GUNS, IRON.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
													9-Pounder Field Pieces.	6 ditto.	24 Field Howitzers.	12-Pounder ditto.	10-Inch Mortars.	8 ditto.	5½ ditto.	18-Pounders.	12 ditto.	9 ditto.	8-Inch Howitzers.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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ABSTRACT OF TROOPS.

ARTILLERS AND MINERS.		INFANTRY.		TOTAL.		GRAND TOTAL.
Europeans.	Natives.	Europeans.	Natives.	Europeans.	Natives.	
-	-	2,300	-	2,300	-	2,300
25	153	978	9,172	1,480	10,875	12,355
-	-	6	1,593	58	4,346	4,304
-	-	-	-	4	2,373	2,377
25	153	3,284	10,765	3,842	17,404	21,336

RETURN of the Value of PROPERTY belonging to the Amcers of Scinde, including Jewels and Money, taken Possession of in Scinde, so far as the same can be furnished in this Country.

Paid into the public treasury in Scinde, on account of articles	<i>Ruppes.</i>
sold, about - - - - -	2,29,038
Realized at Kurrachce - - - - -	17,743
Value of silver - - - - -	25,64,337
Gold sold - - - - -	17,13,537
Gold remaining unsold, estimated at - - - - -	1,23,273
Lead, valued at - - - - -	15,000
<i>Rs.</i>	46,62,928

To which are to be added the sum due from the Government for articles transferred to public departments, the sum due from individuals for articles sold in Scinde, and the sum which may be produced by the sale of the jewels, &c. which are at present in deposit in Bombay.

Such articles of personal use and ornament are to be reserved for the Ameers as may be selected for that purpose by the Governor-general of India in Council, with the approbation of the Lords Commissioners of Her Majesty's Treasury. Subject to this reservation, and to a deduction from each share of the amount of six months' full batta paid to the captors, the above property has been granted as prize.

No portion of the booty has been retained for the use of the East India Company.

East India House, }
20 April 1846. }

(signed) Philip Melvill,
Sec. Mil^y Dep^t.

ESTIMATE of the EXPENSE of the following TROOPS for the Year 1844-45, and the Average Ordinary Charges of such Corps in the Company's Possessions in time of Peace; and also the Amount of Extraordinary Expense incurred for these Corps in their Service in *Scinde* for the Year.

	Ordinary Charges.	Extraordinary Charges.	TOTAL.
	<i>Co.'s Rs.</i>	<i>Co.'s Rs.</i>	<i>Co.'s Rs.</i>
Her Majesty's troops - - - - -	6,40,043	84,542	7,24,585
Cavalry, artillery, and European and Native infantry corps of the Bengal and Bombay establishments - - - - -	36,82,998	8,22,980	45,05,978
Irregular cavalry and infantry corps of Bengal and Bombay - - - - -	8,61,647	6,09,720	14,71,367
Scinde local corps of cavalry and infantry - - - - -	- - -	8,07,977	8,07,977
Staff and contingencies, including commissariat charges and donation batta - - - - -	7,51,936	32,88,444	40,40,380
Total, exclusive of Scinde police force - - - - -	59,36,624	57,03,663	1,16,40,287
Scinde police force - - - - -	- - -	4,32,240	4,32,240
TOTAL - - -	59,36,624	61,35,903	1,20,72,527
£.	556,559	575,241	1,131,800

East India House, }
27 March 1846. }

James C. Melvill,
Secretary.

ESTIMATE of the RECEIPTS of REVENUE of every kind in *Scinde* for the Year 1843-44, distinguishing the several Heads, and the Amount of each Head; also a Return of the Number of Civil Servants in *Scinde*, for the same Time, and the Expense of such Establishment, under separate Heads, so as to exhibit a correct Estimate of the Finance of the Province in that Year.

STATEMENT of the REVENUES and DISBURSEMENTS, exclusive of Military Charges, in the Province of
Sindh, in the Year 1843-44.

RECEIPTS:		Co.'s Rs.	£.	DISBURSEMENTS:		Co.'s Rs.	£.
Land revenue	- - -	2,82,876		Salaries and establishments of the Secretary to Government, residents, collectors and magistrates, deputy collectors, &c.	- - -	1,94,411	
Customs and taxes	- - -	1,70,235		Pay of kurdars and establishments for collection of revenue	- - -	56,213	
Town duties	- - -	1,71,030		Charges on account of field watchmen, gomashters, grain measurers, land measurers, and carriage of grain, &c., classed under the head of Contingencies	- - -	97,439	
Fishery contract	- - -	29,514		Post-office charges	- - -	28,326	
Garden rents	- - -	11,559		Police corps	- - -	1,20,208	
Liquor and drug contracts	- - -	37,975		Bout establishment	- - -	31,479	
Fees and fines	- - -	16,579		Expenses of the several steamers employed on the Indus, and other marine charges	- - -	1,13,653	
Post-office collections	- - -	33,895		Repairs	- - -	828	
Judicial fines	- - -	1,126		Allowances to the ex-ameers of Scinde, and expenses incurred on account of them and their families	- - -	2,00,060	
Marine: Anchorage fees and light-house dues	- - -	2,666		Expense of cutting and clearing canals at Hydrabad	- - -	1,44,081	
Miscellaneous receipts, the particulars of which are not specified in the statements received from India	- - -	1,68,011		Miscellaneous	- - -	892	
Total	- - -	9,27,566		Total	- - -	9,87,590	
			£. 86,959				£. 92,580

Charges of the province of Seinde, exclusive of military charges, for the year 1843-44 -	£. 92,586
Revenues and receipts of - ditto - - - - ditto - - - - ditto - -	86,959

Charges in Excess - - - £. 5,627

The CIVIL ESTABLISHMENTS in *Scinde*, on the 1st May 1844, were as follow:—

	Number of Persons.	Salary per Mensem.		
		Co.'s Rs.	a.	p.
Governor of Scinde - - - - -	1	2,500	-	-
Draughtsman and moonshee - - - - -	2	400	-	-
Secretary to Government of Scinde - - - - -	1			
Assistant - ditto - ditto - - - - -	1			
Clerks - - - - -	4			
Duffery - - - - -	1			
Tindal of tent Lascars - - - - -	1			
Tent Lascars - - - - -	2			
Jemadar of peons - - - - -	1			
Peons - - - - -	12			
Bheestee - - - - -	1			
Bearer - - - - -	1			
Sweeper - - - - -	1			
Moonshees - - - - -	2			
	28	3,385	-	-
Assistant surgeon in medical charge of civil establishments, and postmaster in Scinde - - - - -	1			
Native doctor attached to ditto - - - ditto - - - - -	1			
	2	735	-	-
Officer in charge of the military treasure chest at Sukkur - - - - -	1			
Clerks - - - - -	2			
Native treasurer - - - - -	1			
Peons - - - - -	3			
	7	501	-	-
Treasurer in Scinde - - - - -	1			
Clerk - - - - -	1			
Accountant - - - - -	1			
Native treasurer - - - - -	1			
Peons - - - - -	4			
	8	1,038	-	-
Captain of police in Scinde - - - - -	1			
Lieutenant of police at Hyderabad - - - - -	1			
Ditto - - - - Shikarpore - - - - -	1			
Ditto - - - - Currachee - - - - -	1			
Officiating magistrate at Roree and Sukkur - - - - -	1			
Clerks - - - - -	2			
Moonshees - - - - -	4			
	11	3,610	-	-
Civil judge advocate-general - - - - -	1			
Clerk - - - - -	1			
Peon - - - - -	1			
Moonshee - - - - -	1			
	4	1,108	-	-
Superintendent of canals and forests in Scinde - - - - -	1			
Surveyors - - - - -	4			
Assistant and sub-assistant surveyors - - - - -	3			
Carried forward - - - - -	8			

	Number of Persons.	Salary per Mensem.
		<i>Co.'s Rs. a. p.</i>
Brought forward - - -	8	
Moonshee - - - - -	1	
Persian writers - - - - -	2	
Native doctor - - - - -	1	
Puckaul bheestee - - - - -	1	
Sirdar of classics - - - - -	1	
Mates ditto of ditto - - - - -	3	
Classics, - - - - -	39	
	56	3,049 - -
Resident at the court of H. H. Ameer Ali Moorad Khan - - -	1	
Peons - - - - -	4	
	5	1,028 - -
Officer in charge of the military chest at Hydrabad - - -	1	
Native treasurer - - - - -	1	
Peons - - - - -	3	
	5	74 - -
Collector and magistrate at Currachee - - - - -	1	
Deputies - - - ditto - - - - -	2	
Clerks - - - - -	5	
Naique of peons - - - - -	1	
Peons - - - - -	4	
Moonshees - - - - -	2	
Treasurer (native) - - - - -	1	
Clerks - - - - -	2	
Peons - - - - -	8	
Moonshees - - - - -	2	
Bunder master - - - - -	1	
Weighman - - - - -	1	
Kurdars (or district local officers) - - - - -	26	
Moonshees, treasurer, corn-factors, weighing-men, brokers, and bheestees, with kurdars - - - - -	53	
Record keeper - - - - -	1	
Naib - - - - -	1	
Peons - - - - -	54	
	165	6,040 12 -
Collector and magistrate at Sukkur - - - - -	1	
Deputies to ditto - - - - -	3	
Writers - - - - -	2	
Moonshees - - - - -	5	
Dufferee - - - - -	1	
Jemadar - - - - -	1	
Peons - - - - -	7	
Treasurer (native) - - - - -	1	
Kurdars - - - - -	74	
Moonshees, with kurdars - - - - -	85	
Treasurers - ditto - - - - -	74	
Jemadars - - - - -	2	
Peons - - - - -	203	
Chowkedars - - - - -	3	
	462	10,766 - -

(continued)

	Number of Persons	Salary per Mensem. <i>Co's Rs. a. p.</i>
Collector and magistrate at Hyderabad	1	
Deputies to ditto	4	
Writers	4	
Deewan	1	
Moonshees	5	
Mootsuddee	1	
Mohureers	23	
Dufterbunds	2	
Treasurer (native)	1	
Cazee	1	
Naib kotwal	1	
Harildar	1	
Peons	15	
Ferash	1	
Kurdars (or district local officers)	85	
Mohureers, with kurdars	87	
Village kotwals	5	
Gardeners	27	
Garden labourers	148	
Men in charge of Government skikargahs	63	

ESTABLISHMENT OF THE DEPUTY COLLECTOR :

Meerpoor :

Moonshee	1
Mohurer and assistant	2
Naique	1
Peons	6

Alma Ka Kote :

Moonshee	1
Mohurer and assistant	2
Naique	1
Peons	6

Sukkurrund :

Moonshee	1
Scinde accountant	1
Persian writer	1
Naique	1
Peons	6

Survey Department

Number of Persons

1,263

45,201 5 9

Or, per Annum

Co's Rs.

542,416 5 -

£.

50,851 - -

No. 1.—STATEMENT of the Amount of REVENUE received in *Scinde*, and of the EXPENDITURE for Collection and for other Civil Charges in that Province in each Year since its Annexation.

R E C E I P T S.

	1843-44.	1844-45 (so far as can at present be ascertained).	1845-46, Estimated.
	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
Land revenue - - - - -	2,82,876	14,63,015	19,66,000
Customs - - - - -	1,70,235	{ 65,114 }	1,10,000
Taxes - - - - -	1,74,030	{ 25,197 }	3,33,000
Town duties - - - - -	29,514	3,25,321	72,000
Fishery and goldsmiths' contracts - - - - -	11,559	1,54,526	{ 29,000 }
Garden rents - - - - -	37,075	—	{ 48,000 }
Liquor and drug contracts - - - - -	10,579	39,959	—
Fees and fines - - - - -	33,895	44,439	50,000
Post-office collections - - - - -	1,126	—	—
Judicial fines - - - - -	2,606	—	—
Marine: Anchorage fees and lighthouse dues, &c. - - - - -	—	630	—
Sale of presents - - - - -	—	—	—
Miscellaneous revenues (not particularized in the statements received from India) - - - - -	1,68,011	5,89,630	58,500
Total, Company's Rupees - - - - -	9,27,506	27,07,841	26,66,500
£.	86,959	253,860	240,984

E X P E N D I T U R E.

	1843-44	1844-45 (so far as can at present be ascertained).	1845-46, Estimated
	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
Salaries and establishments of the Civil Department, exclusive of the collectors of revenue - - - - -	90,685	1,22,730	—
Ditto, of the joint collectors and magistrates at Hyderabad, Sukkur, and Kurrachee - - - - -	1,03,726	1,71,992	—
Pay of kurdars and establishments for collection of revenues - - - - -	56,213	1,00,975	—
Charges on account of field watchmen, gomastahs, grain measurers, land measurers, and carriage of grain, &c., classed under the head "Contingencies" - - - - -	97,439	1,21,571	1,95,000
Charges collecting the customs - - - - -	—	10,826	—
Post-office charges - - - - -	28,326	36,675	—
Bent departments - - - - -	31,479	40,210	—
Repairs and other charges of the Civil Engineers' Department - - - - -	828	12,768	—
Police establishments - - - - -	1,20,208	1,77,732	4,25,000
Expense of cutting and cleaning canals for the improvement of the land, and to ensure cultivation - - - - -	1,44,981	1,19,148	1,50,000
Building bungalows and other public works - - - - -	—	13,625	20,000
Allowances to the ex-ameers, and expenses incurred on account of them and their families - - - - -	2,00,060	3,21,120	2,38,800
Balance of miscellaneous items of payment and receipt - - - - -	892	{ excess of receipts 2,261 }	5,000
Total, Company's Rupees - - - - -	8,73,037	15,59,111	13,33,800
£.	81,932	146,167	125,011

No. 2.—RETURN of the Amount of EXPENDITURE for the MILITARY and NAVAL ESTABLISHMENTS employed in Scinde in each Year since its Annexation.

No. 3.—ESTIMATE of the EXPENSE, CIVIL, MILITARY, and NAVAL, for the Province of Scinde, for the Year 1845-46.

No accounts have been received from India which show the amount actually expended in each year for the military establishments in Scinde; the amount stated as "Military Charges" in the province, and which includes war charges, but appears to be exclusive of the ordinary pay of the regular troops employed, is as follows:—

	Rupees.
1843-44	66,30,000
1844-45 including a charge of 6 lacs of rupees for military buildings, estimated	68,03,653
1845-46 ditto 2 lacs of rupees ditto estimated	45,50,000

The marine charges, so far as they are distinguished, consisting principally of the expenses of the steam vessels employed on the Indus, amounted in—

	Rupees.
1843-44 to	1,16,653
1844-45	1,07,247
1845-46 per estimate	1,50,000

The estimate of the expense of the civil establishment in Scinde in 1845-46 is given above.

East India House,
13 April 1846.

James C. Melvill,
Secretary.

SCINDE.

RETURNS showing the Number of EUROPEAN and NATIVE SOLDIERS of the IMPERIAL ARMIES employed in Scinde, in each Year since its first Occupation in 1838 up to the 31st day of December 1843; &c.

(Mr. Home.)

Ordered, by The House of Commons, to be Printed,
30 April 1846.

P E R S I A.

RETURN to an Order of the Honourable The House of Commons,
dated 23 February 1857;—for,

A COPY “of the CORRESPONDENCE showing the Proportion of the Expenses incurred in sending an EXPEDITION against *Persia*, which is to be defrayed from the Revenues of the United Kingdom.”

India Board, }
23 February 1857.

HENRY D. SEYMOUR.

The Chairman and Deputy Chairman of the East India Company to the
President of the Board of Commissioners for the Affairs of India.

Sir,

East India House, 22 October 1856.

1. In reference to the expedition for foreign service preparing at Bombay under the orders (it is presumed) of Her Majesty's Government communicated through the Secret Committee, we are requested by the Court of Directors to suggest for the consideration of the Board how far it may be just and proper to subject India to the whole of the charges consequent on those orders.

2. In the absence of all information of the causes and objects of the expedition, the Court cannot themselves form a judgment upon the subject; but recollecting the correspondence which passed regarding the expenses of the Affghan war, the Court submit that, simultaneously with the expedition, it should be decided how the expenses are to be borne. That was not done when the expedition to Affghanistan was undertaken, and it is probably owing to that omission that India has been exclusively charged with the very heavy burden of that war, notwithstanding the applications repeatedly made by the Court, which, though not admitted, have never in principle been rejected by Her Majesty's Government.

We have, &c.

(signed) *W. H. Sykes.*
Ross D. Mangles.

The Right Hon.
R. Vernon Smith, M. P.,
&c. &c. &c.

The President of the India Board to the Secretary of State for Foreign
Affairs.

My Lord,

India Board, 25 October 1856.

I HAVE the honour to transmit to you, for the consideration of Her Majesty's Ministers, a copy of a letter dated the 22d instant, which the Chairman and the Deputy Chairman of the East India Company have addressed to me, respecting the expense that will be occasioned by the expedition which, in compliance with the commands conveyed by Her Majesty's Ministers, the Government of India has been instructed to send to the Persian Gulf.

I have, &c.

The Earl of Clarendon, K. G.,
&c. &c. &c.

(signed) *R. Vernon Smith.*

CORRESPONDENCE RELATIVE TO THE

The Under-Secretary of State in the Foreign Department to the Secretary
to the Lords Commissioners of the Treasury.

Sir,

Foreign Office, 22 November 1856.

Oct. 25/56.

I AM directed by the Earl of Clarendon to transmit to you, to be laid before the Lords Commissioners of Her Majesty's Treasury, for their Lordships' consideration, a copy of a letter from the President of the Board of Control, enclosing a letter which he had received from the Chairman and Deputy Chairman of the East India Company, respecting the expense to be incurred in fitting out an expedition to the Persian Gulf.

I am, &c.

(signed) *E. Hammond.*

Jas. Wilson, Esq., M.P.

The Assistant Secretary of the Treasury to the Secretary of the
India Board.

Sir,

Treasury Chambers, 2 December 1856.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury, to acquaint you, for the information of the Commissioners for the Affairs of India, with reference to the President's letter, addressed to the Earl of Clarendon, on the 25th of October last, respecting the expenses of the expedition to the Persian Gulf, that Her Majesty's Government have determined, on a view of all the circumstances, to propose to Parliament to provide for one-half of the extraordinary expenses of the expedition; by which term is to be understood that portion of the expense which is over and above the ordinary pay and allowances of the troops, and the ordinary charge of the ships of the East India Company employed.

2. I am to request that the Commissioners will obtain for this Board, before the meeting of Parliament, an estimate of that portion of the expense of the expedition which will become payable by Her Majesty's Government, under the above arrangement, during the ensuing financial year, it being understood that an account will be rendered at the termination of the service, in which any sums that may have been advanced under the authority of Parliament will be credited to Her Majesty's Government.

I am, &c.

(signed) *C. E. Trevelyan.*

The President of the India Board to the Chairman and Deputy Chairman
of the East India Company.

Gentlemen,

India Board, 9 December 1856.

I HAVE the honour to acknowledge the receipt of your letter of the 22d of October last. I am sure you will partake the satisfaction with which I announce to you that Her Majesty's Government have determined to propose to Parliament to provide for one-half of the extraordinary expenses of the expedition ordered from India to the Persian Gulf; and I have to request that you will transmit to me, before the meeting of Parliament, an estimate of that portion of the expense of the expedition which, under the above arrangement, will become payable by Her Majesty's Government during the financial year, it being understood that an account will be rendered at the termination of the service, in which any sums that may have been advanced under the authority of Parliament will be credited to Her Majesty's Government.

2. By the term "Extraordinary expenses" is to be understood that portion of the expense which is over and above the ordinary pay and allowances of the troops, and the ordinary charge of the ships of the East India Company employed.

I have, &c.

(signed) *R. Vernon Smith.*

EXPEDITION AGAINST PERSIA.

The Chairman and Deputy Chairman of the East India Company to the
President of the India Board.

Sir,

East India House, 18 December 1856.

WE have the honour to acknowledge the receipt of your letter, dated the 9th instant, acquainting us with the determination of Her Majesty's Government to propose to Parliament to provide for one-half of the extraordinary expenses of the expedition lately ordered from India to the Persian Gulf.

2. In reply, we are requested by the Court of Directors to express to you the satisfaction with which they have received this communication.

3. The Court, in accordance with your request, will transmit to you, before the meeting of Parliament, an estimate of the expense, which, under the arrangement now made, will become payable by Her Majesty's Government during the financial year; and they propose immediately to instruct the Government of India to keep a distinct account of all the expenses of the expedition, separating the extraordinary from the ordinary charges, so that the account may be readily adjusted with Her Majesty's Government. A draft of paragraphs on the subject will be submitted to the Board for approval.

4. The Court concur in your explanation of the term "Extraordinary" as distinguished from the "Ordinary" expenses of the forces, military and naval, employed on the expedition; on the understanding that, in the event of troops being sent from this country or from the colonies, or being raised in India in consequence of the service in question, all the expenses of those troops shall be regarded as an "Extraordinary" charge.

We have, &c.
(signed) *W. H. Sykes.*
Ross D. Mangles.

The Assistant Secretary of the India Board to the Assistant Secretary
of the Treasury.

Sir,

India Board, 22 December 1856.

WITH reference to your letter of the 2d instant, I am directed by the Commissioners for the Affairs of India, to request that you will lay before the Lords Commissioners of Her Majesty's Treasury, the enclosed copy of a letter, dated the 18th instant, which the President of this Board has received from the Chairman and Deputy Chairman of the East India Company, as to the payment of the expenses caused by the expedition ordered from India to the Persian Gulf.

I am, &c.
(signed) *Wm. Leach.*

P E R S I A.

COPY of the CORRESPONDENCE showing the Proportion of the Expenses incurred in sending an EXPEDITION against *Persia*, which is to be defrayed from the Revenues of the United Kingdom.

(*Mr. Seymour.*)

*Ordered, by The House of Commons, to be Printed,
23 February 1857.*

G U A N O.

RETURN to an Address of the Honourable The House of Commons,
dated 24 July 1856;—for,

“COPIES or EXTRACTS of CORRESPONDENCE with the Colonial Office,
respecting a Grant made by the Crown to raise and take away
GUANO from the Islands of *Jiblea*, *Huskie*, and *Ghurzoad*, on the
South Coast of *Arabia*; and, of the LICENCE under which the Grant
has been made.”

Colonial Office, }
5 June 1857. }

C. FORTESCUE

(*Sir James Duke.*)

Ordered, by The House of Commons, to be Printed,
8 June 1857.

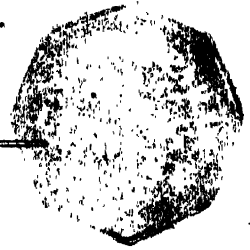
SCHEDULE.

NUMBER IN SERIES.	FROM WHOM.	DATE.	SUBJECT.	PAGE.
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2	E. Hammond, Esq., to H. Merivale, Esq. (Extract.)	1855: 18 December -	Captain Fremantle's Report of his Survey of the Guano on the Kooria Moorria Islands. Letters from the Board of Trade and Captain Ord, relative to the grant of a Lease of the Islands to him for Five Years, and to the amount of Royalty to be paid on the Guano exported - - - - -	8
3	H. Merivale, Esq., to E. Hammond, Esq.	22 December -	Expressing Mr. Labouchere's concurrence in the terms on which it is proposed to grant the Lease to Captain Ord. Instructions sent to the Emigration Commis- sioners to prepare the Lease - - - - -	16
4	H. Merivale, Esq., to the Land and Emigration Commissioners.	22 December -	Instructions to prepare the Draft of the Lease to Captain Ord - - - - -	16
5	The Land and Emigration Commissioners to H. Merivale, Esq.	1856: 18 January -	Enclosing the Draft of an Indenture which has been prepared for granting to Captain Ord and his pro- posed Co-licencees the exclusive right for five years of taking Guano from the three Islands on certain terms. Captain Ord's assent to the proposed terms notified, and the names of his sureties given - - -	17
6	E. Hammond, Esq., to H. Merivale, Esq.	1 February -	Enclosing a Letter from Captain Ord, stating that arrangements for the dispatch of a Vessel have been made, and requesting to know when the Licence will be ready for him - - - - -	19
7	H. Merivale, Esq., to Sir C. E. Trevelyan.	2 February -	Transmitting the above Correspondence and Draft of Licence proposed to be granted to Captain Ord, and requesting that the Solicitor to the Treasury may be instructed to take steps for the final preparation and execution of the necessary Instruments - - -	19
8	H. Merivale, Esq., to the Secretary to the Admiralty.	2 February -	Transmitting the above Correspondence, and offering suggestions as to the steps to be taken to protect the Natives, and for levying the Royalty on the Guano exported; and for protecting Captain Ord's interests at the Islands - - - - -	20
9	H. Merivale, Esq., to E. Hammond, Esq.	2 February -	Enclosing the previous Correspondence, and stating what arrangements have been made for carrying out the grant to Captain Ord - - - - -	20
10	H. Merivale, Esq., to Sir Emerson Tennent.	2 February -	Detailing the steps that have been taken - - -	21

NUMBER IN SERIES.	FROM WHOM.	DATE.	SUBJECT.	PAGE.
11	J. Ord, Esq., to the Right Hon. H. Labouchere, M.P.	1856: 2 February -	Stating that the arrangements for the dispatch of a Ship are completed, and requesting to know when his Licence will be ready - - - - -	21
12	R. Osborne, Esq., M. P., to H. Merivale, Esq.	5 February -	Relative to the amount of Protection which can be afforded by Her Majesty's Ships of War at the Islands - - - - -	22
13	E. Hammond, Esq., to H. Merivale, Esq.	6 February -	Expressing Lord Clarendon's concurrence in Mr. Labouchere's opinion expressed in the above Letter of 2 February, No. 7 in series - - - - -	22
14	H. Merivale, Esq., to J. Ord, Esq.	6 February -	Steps which have been taken for the execution of his Licence, and referring him to the Treasury for fur- ther information in the matter - - - - -	22
15	H. Merivale, Esq., to E. Hammond, Esq.	6 February -	Stating the nature of the Answer which has been given to Captain Ord, in reference to the preparation of his Licence - - - - -	23
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17	H. Merivale, Esq., to E. Hammond, Esq.	15 February -	Enclosing the Letter from the Admiralty relative to the amount of Protection to be afforded at the Islands by Her Majesty's Ships - - - - -	23
18	E. Hammond, Esq., to J. Ord, Esq.	22 February -	Informing him of the nature of the Orders given by the Admiralty in reference to the amount of Protec- tion to be afforded by Her Majesty's Ships at the Islands - - - - -	23
19	J. B. Wathen, Esq., to the Right Hon. H. Labou- chere, M.P.	29 February -	Requesting to be furnished with a copy of the original Deed of Cession of these Islands to Great Britain -	24
20	H. Merivale, Esq., to J. B. Wathen, Esq.	8 March -	Transmitting a copy of the Deed, as requested - -	24
21	J. Ord, Esq., to E. Ham- mond, Esq. (Extract.)	6 March -	Acknowledging the Letter on the subject of the Pro- tection to be afforded him, and stating Arrangements he has made - - - - -	25
22	E. Hammond, Esq., to the Secretary to the Admi- ralty.	13 March -	Stating that his Letter of 5 February (No. 12 in series), has been communicated to Captain Ord, and sug- gesting that a Ship should visit the Islands after the stormy weather ceases - - - - -	26
23	T. Phinn, Esq., to E. Hammond, Esq.	15 March -	Stating that it is very unusual for a Ship of Her Ma- jesty's Navy to be employed on that part of the station that is visited by the vessels of the East India Company - - - - -	27
24	Sir C. E. Trevelyan, to H. Merivale, Esq.	24 March -	Enclosing a Letter from the Solicitor to the Treasury, transmitting an Indenture of Licence for granting the proposed Privileges to Captain Ord, and a Bond for the due performance of the conditions imposed by the Indenture - - - - -	27

NUMBER IN SERIES.	FROM WHOM.	DATE.	SUBJECT.	PAGE.
25	E. Hammond, Esq., to Sir George Clerk.	1856 : 29 March	- Communicating the substance of Mr. Phinn's Letter of 15 March (No. 23 in series), in reference to the Protection to be afforded to Captain Ord, and suggesting that, if not inconvenient, a vessel of the East India Company should visit the Islands at the time mentioned by him - - - - -	30
26	T. F. Elliot, Esq., to Sir C. E. Trevelyan.	5 April	- Relative to the steps to be taken for having the Royalty on the Guano assessed and collected at the ports of discharge - - - - -	30
27	T. F. Elliot, Esq., to E. Hammond, Esq.	5 April	- Stating that arrangements have been made that the Royalty on the Guano shall be assessed and collected at the ports of discharge in this country -	30
28	Sir George Clerk to E. Hammond, Esq.	11 April	- Stating that Instructions will be sent to the Government of Bombay in order that one of the vessels of the Indian Navy may visit the Islands, as suggested by Captain Ord - - - - -	31
29	E. Hammond, Esq., to J. Ord, Esq.	14 April	- Informing him that the India Board have issued the above Instructions - - - - -	31
30	J. Ord, Esq., to E. Hammond, Esq.	26 April	- Tendering his thanks for the Protection to be afforded, stating that he has chartered two Ships, and made arrangements for his own Departure - - - - -	31
31	E. Hammond, Esq., to H. Merivale, Esq.	30 April	- Instructions to Her Majesty's Consul at Zanzibar in regard to the Royalty to be collected on the Guano	32
32	T. F. Elliot, Esq., to E. Hammond, Esq.	14 May	- Expressing Mr. Labouchere's concurrence in the terms of the instructions to be sent to Her Majesty's Consul at Zanzibar - - - - -	32
33	- - - - -	15 July	- Notice published in the "London Gazette" of the 15th July 1856 - - - - -	33

COPIES OF EXTRACTS OF CORRESPONDENCE with the Colonial Office, respecting a Grant made by the Crown to raise and take away GUANO from the Islands of *Jibleea*, *Hushie*, and *Ghurzoad*, on the South Coast of *Arabia*; and, of the LICENCE under which the Grant has been made.



— No. 1.

EXTRACT of LETTER from *E. Hammond*, Esq., to *H. Merivale*, Esq.; dated Foreign Office, 13 October 1854.

No. 1.
E. Hammond, Esq.
to *H. Merivale*,
Esq.
13 October 1854.

I AM directed by the Earl of Clarendon to transmit to you herewith, for the information of Secretary Sir George Grey, the correspondence relating to the subject of the cession of the Kooria Moorria Islands to Her Majesty.

Enclosure 1, in No. 1.

My Lord,

Chambers, 25, York Place, Edinburgh,
20 August 1853.

Encl. 1, in No. 1.

I HAVE since the interview with which your Lordship honoured me on Friday, in reference to the newly discovered deposits of guano, &c., consulted with the discoverer and the other two gentlemen connected with the matter, explained to them the wishes of your Lordship as to communicating the names and other particulars of the islands (such communication being made only to your Lordship and their Lordships the heads of the Government confidentially), and I am now authorised to say that the discoverer will be ready to attend your Lordship with his charts, &c., and give every information in his power. For that purpose he will be in London on Thursday, Friday, and Saturday of next week (25th, 26th, and 27th August), and will be ready to attend your Lordship at any time your Lordship's convenience will permit.

These days have been named to allow me to hear from your Lordship in answer to this letter, and also to allow time to the discoverer to make his arrangements to leave England for the islands on the 4th September.

I may inform your Lordship that there is a group of six islands, and that three of them are within 21 miles from the mainland,* while the other three are beyond that distance. The three islands within the 21 miles belong to the native Rajah of the mainland, and two of the islands beyond that distance are inhabited by 20 or 30 fishermen, who are slaves of the Rajah, for whose benefit they supply fish and brackish water to any ships which may pass near the islands. The third island beyond the 21 miles is that visited and examined by Captain Ord, and on which the deposits of guano are to be found. So far as this island is concerned, we do not know that it belongs to any power, unless the proceedings adopted by Captain Ord on his discovering the guano have not placed it under the British Government.

Captain Ord has no doubt whatever but that the other islands contain large deposits of guano, and that the power to remove that guano could with ease be procured by purchase or payment of yearly rent secured to the Rajah.

Your Lordship will thus observe that the five islands are the property of a native Rajah, while the sixth may, for anything known to the contrary, belong to the British Government, and though the islands may be all perfectly well known as islands, they are not known as containing valuable deposits of guano. The discovery of this fact is a valuable discovery, and, with submission, I press it upon your Lordship's consideration as involving a clear subject for protection and assistance to the discoverer.

The object of the discoverer, as I endeavoured to explain to your Lordship, is to procure from the British Government a promise, that if the islands, or any of them, are under their power

* i. e. The southern coast of Arabia, or El Hadramant. (See Diffusion of Useful Knowledge Maps—sheet Arabia.)

2 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

power and control, he shall have a lease thereof, and permission to remove therefrom for Great Britain the guano and other products, natural and mineral, on payment of such royalty as the Government may arrange. The discoverer will bind himself to supply the guano, after defraying all expenses, at a profit to himself of such sum per ton as may be thought reasonable, say at 30s. per ton.

As your Lordship expressed the wish of the Government to do all in their power to promote British enterprise and to benefit the farmer, without creating a second monopoly, I would respectfully submit that the discoverer's proposal as to price would most effectually prevent such an occurrence.

The next purpose of the discoverer is to procure from Government such assistance, by letters to the Consul at Aden and the Admiral on the station, as would enable Captain Ord to proceed to the native Rajah, and by negotiation procure a right to those islands which belong to him. This would be of immense importance, and could be accomplished by your Lordship's orders to the Admiral to furnish Captain Ord with one of the many vessels of war at his command to make the necessary voyage, if he should find it necessary and advisable to make such a request to the Admiral.

At a time when the agricultural world is rapidly progressing in improvement, the opening up and effectual command of Captain Ord's discovery must be of incalculable benefit, and I firmly believe must be viewed with interest by your Lordship and the other able heads of Government, and I earnestly hope that your Lordship may be pleased to grant to Captain Ord the assistance he solicits from your Lordship.

The Right Hon. the Earl of Clarendon.
&c. &c. &c.

I have, &c.
(signed) *James Bell.*

Enclosure 2, in No. 1.

Encl. 2, in No. 1.

Sir,

Foreign Office, 26 August 1853.

I AM directed by the Earl of Clarendon, who returned yesterday evening from the country, to acknowledge the receipt of your letter of the 20th instant, respecting certain guano islands in the Eastern Seas.

Lord Clarendon is unable to make any distinct reply to your observations respecting the right of property in one of the islands in question until he shall have been informed what the several islands are, and where, precisely, they are situated. It would, however, appear, *prima facie*, as if the island designated by you as the third island could not properly be claimed on the grounds suggested by you, as belonging to Great Britain.

I am to state to you that Lord Clarendon will be no party to any measure which would create a monopoly in guano, or unduly raise the price of that most important article, and he must also decline any responsibility on the part of Her Majesty's Government respecting the matter treated of by you until it shall have been demonstrated to him that any of the islands in question belong to Great Britain.

With these provisos, Lord Clarendon is quite ready to aid the enterprise of Captain Ord in any way which properly comes within his Lordship's province. I should, however, inform you, that the British authority at Aden depends on the India Board, and not on the Foreign Office, and that application for a passage for Captain Ord in a ship of war should be addressed either to that Board or to the Admiralty, as Lord Clarendon possesses no control over the naval forces in the Indian Seas.

Mr. James Bell.

I am, &c.
(signed) *H. U. Addington.*

Enclosure 3, in No. 1.

Encl. 3, in No. 1.

My Lord,

Chambers, 25, York-place, Edinburgh,
29 August 1853.

I HAD the honour on Saturday to receive your Lordship's communication to me of the 26th in reference to the newly discovered deposits of guano, and in answer thereto, I beg to repeat that whenever it will suit your Lordship's convenience Captain Ord will attend your Lordship, and show the islands he refers to. Captain Ord leaves England on the 4th proximo, and I sincerely hope he will take with him your Lordship's assistance and authority, so far as your Lordship has power to grant.

I wait your Lordship's order to attend, along with Captain Ord, upon your Lordship at the Foreign Office.

When your Lordship did me the honour to see me before, I explained that there was not the slightest intention to create a second monopoly in guano; on the contrary, our sole wish is to secure the deposits for this country, under such arrangement as, while the farmer will have cheap guano, the private speculators may have a fair and reasonable profit.

I have addressed Sir James Graham on the subject of a passage for Captain Ord in a vessel of war.

The Right Hon. the Earl of Clarendon.

I have, &c.
(signed) *James Bell.*

Enclosure 4, in No. 1.

Litherland, near Liverpool,
13 October 1853.

Encl. 4, in No. 1.

My Lord,

I HAD the honour to address your Lordship on the 24th ultimo, giving some further information respecting the guano islands.

I should have proceeded by the mail of the 4th instant for Aden, but I have anxiously awaited your Lordship's pleasure in the matter, and so soon as the pressure of more important business will permit, I shall hope to be honoured with a communication from your Lordship.

I have reason to believe that there are parties who already form a guano monopoly, who would be glad to purchase any information from me, but I pledge my honour to your Lordship that no offer shall tempt me, as I distinctly promised your Lordship that there should be no monopoly in the matter.

The Right Hon. the Earl of Clarendon,
&c. &c. &c.

I have, &c.
(signed) *Jno. Ord.*

Enclosure 5, in No. 1.

The Queen's Hotel, St. Martin's le Grand,
22 November 1853.

Encl. 5, in No. 1.

My Lord,

SINCE I had the honour of an interview with your Lordship respecting the guano islands in the Indian Ocean, I have laid the matter before a firm engaged in the East India trade at Bombay, who feel disposed to give me all the assistance I require, provided that I can prove to them that my interest as the discoverer of the guano will be protected by the British Government, and that I shall have their aid in negotiating for and obtaining unmo-
lest possession of the islands, with a clear understanding, of course, that there is not to be any monopoly in the matter beyond reasonable remuneration.

As your Lordship was pleased to state this much in the interview above referred to, it would greatly oblige if you would enable me to give them the reasonable satisfaction required, and I shall then beg leave to lay before your Lordship the mode of my procedure in the matter, and to state when I should likely be at the islands to meet an officer of the British Government, for the purposes before suggested by your Lordship and Sir James Graham.

The Right Hon. the Earl of Clarendon.

I have, &c.
(signed) *Jno. Ord.*

Enclosure 6, in No. 1.

Sir,

Foreign Office, 25 November 1853.

Encl. 6, in No. 1.

LORD CLARENDON desires me to acknowledge the receipt of your letter of the 22d inst., requesting his Lordship to give you an assurance that your interest as the discoverer of certain guano islands will be protected by the British Government, in order to enable you to satisfy a firm engaged in the East India trade at Bombay, which, on this condition, is prepared to give you the assistance you require to enable you to carry out your views with regard to the islands.

In reply, Lord Clarendon desires me to state to you that he can give you no further assurance in the matter, and that he can only repeat the conditions offered to you by Sir J. Graham on the 28th ultimo, viz., that you might either go out as an individual, without the sanction and authority of the Government, and run all risks of failure, or that you should meet a ship of war, to be sent out by the Government, and aid the officer in command in negotiating to obtain possession of the islands in the name of the Queen, upon terms to be hereafter regulated by his instructions.

In the first place, your risk would be great and your chance of profit diminished by lawless intrusion, which you would find it difficult to resist.

In the latter case, the profits might be less, but they would be regular and certain, and the British flag openly hoisted would be your security.

But in either case, that Her Majesty's Government could allow of no monopoly with regard to the islands in question.

Captain Ord.

I am, &c.
(signed) *Wodehouse.*

4 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

Enclosure 7, in No. 1.

Encl. 7, in No. 1. **EXTRACT** of Letter from Lord *Wodehouse* to the Secretary to the Admiralty, dated Foreign Office, 14 February 1854.

"You will be aware that several verbal communications have recently taken place between the Earl of Clarendon and Sir James Graham on the subject of certain islands in the Bay of 'Kooria Moorria,' lying off the southern coast of Arabia, or El Hadramant, which are supposed to be rich in guano; and that the result of those communications has been an arrangement, by which Captain Stephen Fremantle, of Her Majesty's ship 'Juno,' is to proceed to the islands in question, before he assumes his station on the coast of Australia.

"I am accordingly directed by the Earl of Clarendon to request that you will lay before the First Lord of the Admiralty the following suggestions, to serve as a basis for the instructions to be given to Captain Fremantle, to enable him to carry out with the best effect the commission with which he is to be charged.

"As yet the fact of the existence of guano in any quantity in the Kooria Moorria Islands is but imperfectly ascertained, nor has the quality of the guano which has been discovered been properly tested. The lord paramountship or proprietorship of the islands is also as yet a matter of uncertainty. These points Captain Fremantle will have to investigate, and, having satisfied himself on them, he will then have to endeavour to obtain a cession of the islands, either in whole or in part, to the British Crown.

"For the accomplishment of these objects, it appears to Lord Clarendon that Captain Fremantle, who, as already determined, will take out with him Mr. Ord, of the merchant service, on the faith of whose investigations and reports the expedition is undertaken, should in the first instance proceed to Zanzibar, and there ascertain from Major Hamerton, Her Majesty's Consul in the dominions of the Imaum of Muscat, what information he has collected respecting the Kooria Moorria Islands, as directed in a despatch which was addressed to him by Lord Clarendon on the 20th of September of last year.

"If it should turn out that the islands either positively belong to, or are, with a good show or right, claimed by, the Imaum, Captain Fremantle would, in that case, assisted by Major Hamerton, have to ascertain whether the Imaum would be disposed to cede them in whole or in part to Great Britain.

"If the Imaum, as rightful sovereign of the islands, should declare himself disposed to cede them to Great Britain, Captain Fremantle might at once accept the cession.

"Captain Fremantle would proceed, with Mr. Ord on board, and also, if necessary, with either Major Hamerton, or an interpreter, to the islands, and thoroughly examine them, both with reference to their value as deposits of guano, and also as a link in the chain of naval posts between our Indian possessions and Suez.

"Captain Fremantle would also, if necessary, procure through the aid of Major Hamerton, a pilot well acquainted with the Arabian coast, and especially with the Bay of Kooria Moorria, and would take him with the expedition.

"When Captain Fremantle arrives at the Kooria Moorria Islands, it will be necessary that he should closely survey them ~~nautically~~, and also that he should minutely investigate the deposits of guano said or supposed to exist in them. For this investigation Mr. Ord will, of course, serve at the outset as his best guide, since from Mr. Ord our principal information as to the guano therein existing is derived.

"The quality of the guano should also be tested as accurately as may be practicable, and compared with samples of the best Peruvian guano, which Captain Fremantle might take out with him.

"In the event of the Imaum of Muscat disclaiming any title to the Kooria Moorria Islands, Captain Fremantle should, in Lord Clarendon's opinion, still proceed as above recommended from Zanzibar to the islands, and after examining them, and ascertaining both their nautical and commercial value, he should by means of an interpreter obtain as accurate information as might be procurable from the inhabitants, or from any other sources within reach, as to the lordship and ownership of them; and he should then place himself in personal communication with that chief or proprietor, and make with him such terms as might be practicable for their cession to the Crown of Great Britain.

"A regular written contract of cession, and transfer properly signed and sealed ought, however, to be obtained from the Arabian Rajah or Chief, who might be found to be the owner by right or usance of the said islands.

"After having accomplished his mission with respect to the Kooria Moorria Islands, Captain Fremantle should, in Lord Clarendon's opinion, proceed to Bombay, and communicate to the Governor all he had done, and if expedient, request the Governor, until further instructions should reach him from the India Board, to send occasionally one of the vessels of the Bombay marine to watch the islands or island now become the property of the British Crown, in order to keep off interlopers."

Enclosure 8, in No. 1.

EXTRACT of Despatch from Captain *Fremantle* to the Earl of *Clarendon*.

Encl. 8, in No. 1.

Her Majesty's Ship 'Juno,' at Muscat, 18 July 1854.

"In the execution of your instructions respecting the Kooria Moorla Islands, I beg leave to inform you that I arrived at Zanzibar on the 20th June, and was disappointed to find that the Imaum was absent visiting his dominions at Muscat.

"Having consulted with Major Hamerton, it was agreed that any reference to the Imaum's son, who was administering the government, would be fruitless; I therefore confined myself to engaging an interpreter, a respectable Arab in the service of the Imaum, who was furnished to me most readily by the Imaum's son. Major Hamerton confided to me all the information regarding the islands which he had gathered, and gave me such advice and instruction on all points likely to arise in conducting transactions with the natives of these countries as his experience and thorough knowledge of their character could suggest. He would gladly have accompanied me in the 'Juno' had there been any urgent necessity for such a step, but in the absence of the Imaum he considered it inexpedient to quit Zanzibar.

"Major Hamerton provided me with a letter in Arabic from himself to the Imaum, explaining the nature of my requisition, and requesting him to aid me in every way within his power; and I left Zanzibar on the 25th June with the intention of proceeding to the islands and of carrying out the investigation of them.

A strong and fiery monsoon run us up in eight days, and at daylight on the 3d of July we made Cape Noos, the south-west point of Kooria Moorla Bay. Shortly afterwards passing Haski, which is the weathermost island of the group, and which is not a mile in width, the squalls came off very sharply, and the sea was scarcely broken by such a small body of rock. The swell rolled round on both sides, making a heavy surf on the rocks. There was no beach, and all landing, or even lowering a boat, in such weather was out of the question. There were quantities of birds on the island, and the guano was very conspicuous.

"I therefore stood on to the next island 'Soda,' which is three miles in width, sufficient, it might be expected, to afford shelter; but when under the lee of the high land the squalls were furious and without intermission, knocking up the spray like a whirlwind, and with such force as to endanger the springing of the lower yards, although we passed this island under treble-reefed topsails and the courses furled. There was no hope of effecting a landing on this island, nor would it have been safe or prudent to have anchored in so wild a spot at this season. We could distinguish no guano or birds, but the natives of Helaaneeva assured us that it was much frequented by them and contained a large quantity of this manure.

"The next island was Helaaneeva, which is seven miles in length, the whole exposed to the direction of the monsoon. Having passed the high bluff, the squalls came down very heavy, and I was obliged to work up to the anchorage under close-reefed topsails and reefed courses. We anchored about a mile from the shore; it blew a fresh gale all the time we were there, with a rolling swell continuously coming round the point. A heavy surf on the beach, and the landing difficult everywhere, except in a sandy cove which was pointed out to us by the natives. On the following morning (July 4th) I landed with Mr. Ord and the Arab interpreter. Four natives were sitting upon a rock and gave us a friendly greeting; one of them swam off to the boat and directed us to the best landing-place.

"At this part of the island there were living ten people, four men, three women, and three children; they have no huts, scarcely any clothes, and subsist entirely upon fish. They dwell in the clefts of the rocks, which have no furniture whatever except a mat or two. They have no boats; they cannot read or write; they have no idea of time, dates, or even their own ages. They merely keep account of the moon's age and revolution for religious purposes, as they are staunch Mohammedans. They speak and understand Arabic, and have also a language of their own, not intelligible to my interpreter. They smoke tobacco, and are capital swimmers. They were all born on the island, and although the men sometimes go to Muscat, or Zanzibar, and even Bombay, their tenacity of home is invincible. One man, in reply to a question from me, said, 'It is our home, and as long as there is a fish to be caught on the island we prefer it to all the comforts and luxuries of any other spot in the world.'

"Finding that there were more people at the opposite side of the island, and having traversed all the north-east part without observing the least indication of guano, I determined to undertake a walk to the other end, to prosecute the search, and to corroborate the information which I had obtained from these people. When they were first asked to guide us across, they endeavoured to dissuade us, pointing out the arduous task it would be, the acclivities we should have to encounter, the length of time it would occupy, and the absence of water or any provision on the way. Although we afterwards found their information to be false and exaggerated, I must in justice say, that, with this exception, I found them perfectly honest in all other respects. At length, seeing I was bent upon the attempt, and having gained their goodwill by a present of biscuit, duck, and tobacco, two young men became agreeable to the proposal, and on the 5th I set off with a party of a dozen officers, all carrying their own provisions and water. We left the cove at 2.30 p.m., with the thermometer at 87°, and we accomplished the journey in four hours and a half. There were only six or eight people at this place, whose mode of life was precisely the same as that which we had witnessed before. They were timid and suspicious of us at first, and earnestly implored the interpreter for assurance that we would do them no injury. They were soon inspired with partial, and eventually with thorough confidence. The poor people had some

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reason for distrust, for not very long ago some nomad tribes came over from the main land in canoes, and stole away three or four of their children. The result of my inquiries as to the proprietorship of the islands and other matters may be summed up as follows, and there was no contradiction on the part of those I communicated with:

"They look up to and acknowledge the Imaum of Muscat as their chief and sovereign, to whom all the coast adjacent belongs; but a person of the name of Ali Bin Hammad, formerly of Saahout, near Morbat, now resident and in business at Muscat, has some influence amongst them. He receives them whenever any of them go to Muscat, entertains them gratis, and gives them rice and clothes, exacts nothing, and is uniformly kind. It does not appear that he claims any proprietorship or authority over them, and on this point I was very categorical. Having himself touched at the island, he is aware of their abject poverty and need of assistance, and seems merely to take a charitable interest in their behalf. He also mediates for them with the Imaum, and obtains occasionally from him presents of rice, dates, or eugar.

"A paper was shown to me by one of the elder men, which the interpreter declared to be a document duly signed by the Imaum's brother-in-law, requiring all people who come to the island to treat the natives kindly, and not to molest them, under pain of the displeasure of his Highness; a strong argument that the Imaum has legitimate sovereignty over the group.

"During the fine season, or north-east monsoon (from October to March), the Dows call in, incidentally, in their transit between Arabia and Africa, barter a few supplies for dried fish, and obtain a little water, which is scarce and rather brackish. Fishermen also come off at this season from the main land and fish at all the islands; but during the south-west monsoon no vessels touch there, as all landing at any of the islands, except in the cove already alluded to, is impracticable and anchorage very precarious.

"They appear to know little or nothing of what goes on at the other islands. They said that a vessel had loaded with earth (?) at Jibleca last year, and was going on to the Mauritius. They informed us that no birds frequented Helanacea, but that they were very numerous and laid their eggs on all the other islands, particularly Soda, which was formerly inhabited, but has been abandoned about 30 years, judging from the age of a man who said he was brought away when he was quite a child. They mentioned instances of vessels having been recently wrecked on some of the islands, which is highly probable from the prevailing misty state of the atmosphere and the violence of the monsoon; but as to coming to anything like dates, it was quite hopeless.

"European vessels very seldom stop at Helanacea. The total number of inhabitants was said to be 23. There are a few goats, which, like their owners, subsist principally upon dried fish. There is not a tree on the whole island, and the few shrubs are parched up, and very scarce.

"Having reconnoitered the ground in the neighbourhood and around, without finding any vestige of guano, and recruited ourselves from the fatigue of the previous day, we set off on our return at 4 p.m., it being too hot for mid-day travelling, and we again performed the distance in four and a half hours.

"Thus having overrun nearly the whole island, and fallen in with nothing but a succession of barren hills composed of granite and limestone, with strata of quartz here and there, difficult of access, and destitute of guano, and having sifted the inhabitants, as far as I was able, as to the rightful owner of the islands. I had no object in remaining any longer. I therefore determined to proceed to Jibleca, the leewardmost island, and the one which Mr. Ord had visited, and upon which those sanguine expectations were founded which prompted him to apply to your Lordship. Having conciliated the poor primitive natives with further presents of tobacco, razors, and sugar, &c., I accordingly sailed on the 9th, and passed to windward of Jibleca, making nearly a circuit of the island, which has not much more than a mile of extent to resist the swell from the Indian Ocean. Having luffed up under the lee side, and sailed along, I found that the prospect of landing was worse than at any of the previous ones. The squalls were very severe, coming in violent gusts every five minutes; a long swell set in round each extremity of the land. Anchorage, with no shelter and rocky bottom, would have been unsafe, and I was quite satisfied that to attempt any operation under such untoward circumstances would have been most hazardous to the lives of those employed. The appearance of the ground favoured the report which Mr. Ord had made of this spot, yet we did not see many sea-fowl on it.

"I had now no alternative but to relinquish for the present my examination of these islands, and I resolved to proceed at once to Muscat, to make my application to the Imaum, and to settle, if possible, with him the question of proprietorship and cession, reserving the survey and inspection of the deposits till I returned to plant the British flag.

"I arrived at Muscat on the night of the 11th instant, and on the morning of the 12th, having previously exchanged salutes with the fort, I waited upon his Highness the Imaum, and delivered to him Major Hamerton's letter, making known to him at the same time verbally the purport of my mission. He received me with marked attention, and with that courtesy and affability of manner which characterises his intercourse with English people. To show his eagerness to give a prompt reply to any communication from Her Majesty's Government, after a short interval he caused the room to be cleared and read Major Hamerton's letter. He did not hesitate a minute to return an answer, which was an affirmative in the fullest sense, delivered in language most modest in all that concerned himself, and most flattering in all that related to Her Majesty and Her Government. He seemed rejoiced to have in his power the means of conferring the smallest obligation on a nation for whose friendship he entertained so much respect, and on whose alliance he attached so great a value.

"It would be fruitless (as it is superfluous) to recapitulate all the gracious and complimentary expressions which he made use of. It will be sufficient to state that he concluded by saying, that if Her Majesty required any other portion, or the whole of his dominions, whether in Arabia or Africa, he should be equally cheerful to surrender them into her hands.

"He solemnly protested that no other person had any right or title over the islands but himself, and desired me to rest perfectly satisfied on that score; indeed, from all I have seen and heard, the evidence in his favour is so conclusive that I have not thought it advisable to see Ali Bin Hamud (already alluded to), or, in fact, to seek for any further information on the point.

"On the 13th his Highness entertained myself and all the officers of the 'Juno' at a banquet, and on the 15th he appointed me to see him for the purpose of presenting to me the document whereby the islands are transferred to the British Crown. It was made out in triplicate; the original was given to me, another copy (likewise bearing the seal and signature of his Highness) he is to forward to Major Hamerton, and the third he is to keep himself. I enclose a copy of the original in Arabic; the original itself shall be transmitted to your Lordship when the 'Juno' reaches Bombay, as I do not feel entire confidence in the opportunities which offer from this place of forwarding mails. I subjoin a translation, the best I could arrive at, for although the Arab who has been with me as interpreter, and who has conducted this matter for me very faithfully and zealously, is an intelligent man and speaks English sufficiently well for all common purposes, he was completely out of his depth when he had to deal with so formal an instrument. It was with the greatest difficulty I could get him to comprehend the nature of the deed I wanted, and when the Imaun sent his draft for my perusal, he appeared equally at a loss to understand the terms set down in his own language, and quite incapable of rendering them into English. I trust, however, it will be found to be valid and conclusive.

"It is now my intention to return to Helaanecia and take formal possession of the islands in the name of Her Majesty, and, as the monsoon relaxes its strength, to seize the earliest opportunity of examining those islands which contain the guano, for as yet we have ascertained no other corroboration of Mr. Ord's statements than that afforded by the oral testimony of the inhabitants of Helaanecia, and although the cession of the islands is secured, the actual object of this expedition remains to be accomplished.

"From the information I have collected here, it appears that between the middle and the end of August the weather may be expected to moderate. It will probably take me three weeks to beat back to Helaanecia against the monsoon, so that I may reasonably hope that I may be able to commence operations shortly after my arrival.

"I propose erecting a flagstaff at Helaanecia, and appointing, at some trifling salary, two of the natives jointly to take charge of it, and to leave with them a Union flag, which they will be instructed to display on the arrival of any vessel. These men will be furnished with a copy of the Imaun's document in Arabic, in English, and in French, and they will be desired to produce this to any parties who may touch there.

"I shall also deliver to them a written authority to prove that they are in the pay and employ of the British Government, giving them one year's salary in advance, say eight or ten dollars a piece. I have reason to believe that, independently of its being greatly to their interest, they have honesty and intellect sufficient to perform this duty adequately.

"When I have made these arrangements and concluded the examination of the deposits of guano on Soda, Jiblea, and Haski, I shall make the best of my way to Bombay, from whence your Lordship shall receive a further report of my proceedings.

"I have been obliged to forego the further services of my interpreter, as the Imaun has expressed a wish that he should return as soon as possible to Zanzibar, where he is required in the management of his Highness's sugar estates, being the only person who is capable of working the steam-engine.

"I have engaged another person at this place, who, although he is neither trustworthy, nor able to read or write, will be sufficient to enable me to communicate with our fellow-subjects, the natives of Helaanecia.

"The Imaun offered to send a vessel to take all these people away from the island, if I wished it, and would have allotted a spot of land near Muscat for their residence and subsistence, but knowing their attachment to this simple and independent mode of life, I begged he would on no account disturb them.

"On the 16th the Imaun embarked on board one of his frigates and sailed for Bunder Abbass. I paid him the compliment of manning yards and saluting as he passed the 'Juno.' He is taking some troops and Bedouin Arabs, about 1,500, to settle some disagreement between himself and the Persian Government about the possession of Bunder Abbass. It is not, however, expected that there will be any fighting.

"It may be right to observe before concluding this despatch that the Bay on the north-east side of Helaanecia (between Ras Helaanecia and Ras Saar) is accessible at all seasons of the year, with safe anchorage close to the shore, and landing for boats or lighters practicable at all times. Moreover, from the rocks at the entrance of the sandy cove, a pier might be constructed without much labour or expense, alongside of which ships might lay.

"I judge Helaanecia to be distant from Bombay 940 miles, and from Aden 720, making 1,660; direct it is about 1,625. I have no doubt that a sufficient supply of water might be procured for any number of people who might be required to settle there, and there can be no apprehension on account of the climate, which is healthy and agreeable, the hottest season being the period of the strongest winds, blowing day and night."

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Sub-Enclosure to
Enclosure 8, in
No. 1.

Sub-Enclosure to Enclosure 8, in No. 1.

(Translation.)

Stephen G. Fremantle, Captain.

BISMILLAH.

FROM the humble Sereid Bin Sultan, to all and every one who may see this paper, whether Mohammedans or others.

There has arrived to me from the powerful nation (England), Captain Fremantle, belonging to the Royal Navy of the Great Queen, requesting from me the (Jesair i Bin Colfaim) Chorian Morian Islands, namely, Helanecca, Jibleea, Soda, Haski, and Gourzoud; and I hereby cede to the Queen Victoria the above-mentioned islands, to be Her possessions, or Her heirs and successors after Her. In proof whereof I have hereunto affixed my signature and seal on behalf of myself and my son after me, of my own free will and pleasure, without force, intimidation, or pecuniary interest whatsoever.

And be the same known to all to whom these presents may come.

Done at Muscat the 17th day of the month Shoual, 1270, 14th July 1854.

Given under my hand,
(signed by the Imaum) *Sereid.*

(SEAL.)

Done in the presence of me,

(signed) *Stephen G. Fremantle,*
Captain of Her Majesty's Ship "Juno," at Muscat,
the 14th July 1854.

— No. 2. —

No. 2.
E. Hammond, Esq.,
to *H. Merivale,*
Esq.
18 Dec. 1855.

EXTRACT of LETTER from *E. Hammond, Esq.,* to *H. Merivale, Esq.*

Foreign Office, 18 December 1855.

Enclosure No.
Encls. Nos. 1. & 3.

"I AM directed by the Earl of Clarendon to transmit to you, for the information of Mr. Labouchere, the Report of Captain Fremantle, stating the result of his survey of the guano on the Kooria Moorria Islands, and also a correspondence between this office and Captain Ord, who, notwithstanding the unfavourable report of Captain Fremantle, is still anxious to proceed with the enterprise of importing guano from these islands to this country, if he can obtain a lease of the islands from Her Majesty's Government for five years.

Enclosure, No. 4.

"I am to state that Lord Clarendon concurs in the opinion of the Board of Trade, as stated in Sir Emerson Tennent's letter of the 4th instant (which I transmit herewith), that there would be no objection to grant such a lease to Captain Ord.

Enclosure, No. 5.

"As, however, Major Hamerton, Her Majesty's Consul at Zanzibar, has been instructed to offer the Imaum of Muscat a share in any profits which may be derived from the trade in guano, Lord Clarendon considered that it would be proper to reserve a royalty; and on this being made known to Captain Ord, he offered to pay a royalty of 50 dollars upon every hundred tons of guano exported from the islands, which he has since expressed his willingness to increase to 50 dollars on every hundred tons for the first two years of the lease, and a hundred dollars for the last three years.

"Lord Clarendon is of opinion that this latter offer might be accepted, and a lease upon these terms granted for five years to Captain Ord; and I am to request that if Mr. Labouchere concurs in this view, you will move him to take such steps for settling the future government of the islands, and for the formal grant of the lease, as may enable Captain Ord to commence his operations without delay."

Enclosure 1, in No. 2.

Encl. 1, in No. 2. EXTRACT of Report from Captain *Fremantle* to the Earl of *Clarendon*, dated Her Majesty's Ship "Juno," at Bombay, 10 October 1854.

"On the 13th September I landed, with a party of 70 people (officers and men), on the Island of Haskie, which is one mile and a quarter in length, from north to south, and half a mile broad. By distributing our force in different parts of the island, we examined the whole of it. The result was far from satisfactory. There did not appear to be any trace whatever of recent deposits, nor any indication that birds frequented the island in any vast numbers.

FOR THE RAISING AND TENDING OF GUANO.

numbers. The surface was principally hard granite rock and perfectly bare. Towards the north end of the island, on the flats and in the gullies, which had the appearance of narrow watercourses, the beds of which were entirely covered with loose stones, we ascertained, by digging, that there was a general diffusion of guano of inferior quality, and the quantity inconsiderable; besides which, the stones, sand, and other matter with which it was intermixed amounted to 40, and in some cases to 60 per cent., thereby almost neutralizing any value that the guano itself might possess. The depth did not exceed two feet on the average, and the whole quantity, stones inclusive, cannot be estimated at more than 5,000 tons.

" 6. In two level spaces or small plains we found rather better specimens, with a less proportion of stone. These spaces, however, were limited in extent, and only 18 inches in depth; so that, by measurement and calculation, we could not guarantee the contents to be more than 3,000 tons, of which 30 per cent. would be stone and insoluble matter.

" 7. At the southern end of the island there was discovered a different species again, of which the quantity was greater; but I fear, from the report of the test, that it is of little value, and would not pay the expense of importation. The gross estimated quantity might perhaps approach 40,000 tons, of which at least 50 per cent. would be insoluble matter.

" 8. The labour, expense, and inconvenience which would be entailed by an attempt to load any guano from Haski, is a weighty consideration; the inequality of the ground, and the distance it would be necessary to carry the bags, after the stuff had been sifted or screened and separated from the stone, would require a strong party of labourers, subsistence for whom, of every description, including water, must be brought to the spot. When to this is added that the guano itself is of so inferior a quality, so adulterated, and so insignificant in quantity, I do not scruple to advance the opinion that, in a general commercial point of view, Haski is scarcely deserving of consideration, and, in a national point of view, absolutely worthless. From the appearance of the island generally, and the gullies especially, there is reason to suppose that at certain seasons of the year rain falls freely. We know that, for at least three months in the year, a strong and fiery breeze blows incessantly over the island; and hence a cause may be assigned why the deposits which the sea-fowl may make do not accumulate or get amassed in the same way as is found to be the case at the Chincha Islands, in the Pacific, where rain is unknown and the wind is always moderate. It would appear that the deposits get washed away and blown off; and although the subsoil (where there is any) is strongly impregnated with fertilizing matter, there is no bulk of genuine guano to furnish cargoes for a number of ships, or any good prospect of remuneration for any parties engaging in the speculation. The report of the analyses, with a sketch of the island, is subjoined.

Sub-Enclosure

" 9. The next island I explored was Soda, which is three miles long and one and a half broad. It is the next largest island after Helaansea, which it very much resembles, not only as to its general features and formation, but in its being totally destitute of guano. The principal part of the island consists of lofty, dark granite hills, steep, irregular, and barely accessible. On the eastern side there is a plain, indented by rocky ridges, chiefly composed of sand. A burial-ground, exhibiting nearly 100 graves, and the remains of a well, are signs of its having been formerly inhabited, which may perhaps account for its not being a resort for birds. We traversed the island in all directions, without being able to discover any deposits or even admixture of guano, nor any symptoms of its being frequented by sea-fowl more than by a few and small scattered flocks.

" 10. Having remained three days at Soda, I proceeded, on the 17th of September, to Jiblea. This is the island which Mr. Ord had himself visited superficially, and upon which his expectations were mainly grounded. It is one mile and three quarters in length, from east to west, and nearly one mile in breadth, and in its general characteristics closely resembles Haski. Three or four strong parties were landed, and the island subdivided into districts, so as to conduct the search minutely and to obtain as accurate a survey as possible. Notwithstanding that on all the plains guano was found dispersed in irregular patches, and varying as to colour and quality, there was no *bona fide* mass of the real stuff anywhere discovered to encourage the hope that any extensive trade could be carried out with profit. The same admixture of stone and other useless matter which I have before noticed at Haski, prevailed at Jiblea to fully as great extent; and though the estimated measurement which I have ventured to quote, after a careful and cautious computation, amounts, in the aggregate, to 76,000 tons, of which one-half may fairly be considered as refuse, I would not undertake to assert that even the unalloyed portion would cover the expense of shipment and freight to England, taking into account the doubtful quality of the guano, as compared with the samples of Peruvian and Ichaboe with which I was furnished by the Royal Agricultural Society.

" 11. The most approved samples were those from the caves. There were only five of them, very small, and the quantity in the whole amounted to but 230 tons, so that they would be undeserving of notice, except to show that where the wind and weather do not penetrate the virtue of the deposits is less impaired. Yet in these caves there was no vestige of recent deposits, nor traces of birds still resorting there. The absence of feathered life, together with the non-existence of any substantial heaps or beds of guano, and the promiscuous state in which it is scattered over the different parts of the island, tended very much to damp

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the ardour of those engaged in the search, especially such as, like myself, had entertained sanguine views respecting the islands. Out of the number of people employed in the pursuit, there is but one prevailing opinion, that the material would not cover the expense of embarkation and conveyance to Europe.

Sub-Enclosure 2.

Sub-Enclosure 3.

" 12. I transmit herewith sketches of Jibleea and Haski, being the only two islands on which any guano was found: the tabular references annexed to them mark the locality and extent, as well as the quantity in the gross obtained by measurement and calculation, and the reports of the analyses show the quality of the different specimens. I also transmit, in small tin cases, twelve samples of guano, impartially selected, four from Haski, and eight from Jibleea, corresponding to the marks and numbers of those reports. Your Lordship will thus be in possession of sufficient data to check any grave errors we may have fallen into, or to correct any false judgment we may have formed. In addition to this I have caused to be carefully packed up, in large canisters, samples of all those now forwarded, together with specimens of other substances found on Jibleea (too weighty to be sent by the overland route), which I have noticed in a separate report. They will be sent *via* the Cape of Good Hope, addressed to your Lordship.

" 13. The small rock, six miles north-east of Helaansea, called Cahurzoud, included as the fifth island of the group, has not been examined. I despatched a boat there, but the officer could not effect a landing, owing to the swell lashing against its rugged sides. It is less than a quarter of a mile in diameter, with two steep conical hills reaching to the water's edge, perfectly bare. The spray washes right over it, and although there appeared to be a small quantity of guano in the cavities, its value must be greatly deteriorated by exposure to the salt water. It is remarkable that in all these islands deposits of salt are to be found on the highest points of the hills and peaks; the spray is blown over during the tempestuous season, and the saline particles falling all over the island, combine with the dew, and form little pools of brine, which become crystallized in the dry season. A small island, called the Four-peaked Rock, close to the north-west end of Jibleea, is much of the same character as Cahurzoud. Our boats were unable to communicate.

" 14. Since I have frequently had occasion to notice the violence of the wind, and the agitated state of the sea round these islands at this season of the year, whereby our movements and operations have been so greatly retarded, requiring up to the very last unusual precautions to ensure the safety of the boats and parties landing, it is only just to observe that from the beginning of October to the latter end of May the weather is uniformly serene, and ships may approach and anchor on either side of all the islands in perfect security. The north-east monsoon is very light, and blowing off the coast of Arabia, which is only twenty miles distant, the water is permanently smooth for those eight months. The chart of Kooria Moorla Bay and Islands, published by the East India Company, from the survey of Captain Haines, is very complete in its details, and we found it to be strictly correct. For all nautical purposes it may be relied upon with confidence.

" 15. Having bored and excavated over all parts of Jibleea without making fresh disclosures, or advancing in any way towards a different or more hopeful result, I determined on the 20th of September to bring the investigation to a close, and having embarked the people, I sailed on that day. On the 23d I touched at Basel Hud, where the Imam has a fort and garrison, to land the interpreter, and then made the best of my way to Bombay, where I arrived on the 2d instant.

" 16. In concluding this Report, I regret that I cannot hold out any flattering prospects that the acquisition of the Kooria Moorla Islands will be attended with any substantial advantage as a source from which the guano market can be supplied. So many difficulties and impediments appear to stand in the way of success, should any parties be disposed to embark in the enterprise, that I feel it right to enjoin the greatest caution and prudence. The produce of the two principal islands, Helaansea and Soda, is literally "nil;" and admitting that the estimate I have given of the capacity of Jibleea and Haski to be doubled, in case the resources of these islands became more thoroughly developed, and making a liberal allowance for Cahurzoud, we should then only arrive at a maximum of 125,000 tons of very indifferent guano, which by the former reports made by Professors Way and Anderson on the samples submitted to them by Captain Ord, is not likely to reimburse the outlay of importation. The only exception is what is found in the caves, of which there is not more than sufficient to load two ships. I do not presume to offer an opinion as to the value of the substance mentioned in the Enclosure No. 4, nor can I form any judgment as to the quantity that might be procurable on Jibleea. It would have occupied months to have undermined the various localities on which it was met with. It would have required blasting, and the use of engineering implements, which I did not possess. It was so tough that it broke the edges of our pickaxes. I could not undertake with the means at my disposal to turn up three tons in a day, and I am by no means inclined to believe that any considerable mass could be obtained. No doubt much must depend on the demand and price of guano, as well as the rate of freights, compared with the value of the guano under consideration, after it has been ascertained by a more scientific analysis than we have been able to attain to. This is a matter to be judged of only in a mercantile point of view."

Sub-Enclosure 1 to Enclosure 1, in No. 2.

Her Majesty's Ship "Juno," at Sea, Lat. 20° 42' N., Long. 64° 45' E.
25 September 1854.

Sir,

In reference to the samples of guano, numbered 1, 2, 3, and 4, from the island of Haski, and which we have submitted to analysis (as far as our limited appliances would allow), a tabular view of which is herewith accompanying, we beg leave to observe that none of them appear of much value for the quantity of organic matter they contain. Specimen No. 1 yielded it in the largest proportion; but from the absence of phosphates, and the quantity of insoluble matter it contains, we consider it of little value. Specimens 2, 3, and 4 afford a larger proportion of phosphates and alkaline salts; but from the quantities of sand and insoluble matter yielded by tolerably clean specimens selected for analysis, their value as fertilizing agents is much detracted from.

As a check on our mode of proceeding, we analyzed a specimen of Peruvian guano furnished you by the Royal Agricultural Society, arriving at the result exhibited in the adjoining table, and which analysis affords the usual component parts of a good sample of that article:

Result of an Analysis of Peruvian Guano obtained from the Royal Agricultural Society:

Moisture	-	-	-	-	-	-	-	-	20-00
Organic matter	-	-	-	-	-	-	-	-	60-00
Phosphates of lime and magnesia	-	-	-	-	-	-	-	-	13-30
Sand	-	-	-	-	-	-	-	-	1-50
Alkaline sulphates and muriates	-	-	-	-	-	-	-	-	5-50
									100-00

We have, &c.

Captain Stephen G. Fremantle,
Her Majesty's Ship "Juno."

(signed)

Geo. A. Nicolls, Surgeon.
Chas. B. Wood, Assistant Surgeon.

(Enclosure.)

SPECIMEN.	No. 1.	No. 2.	No. 3.	No. 4.
Moisture - - - - -	8-00	6-50	8-00	10-00
Organic matter - - - - -	18-00	10-00	12-00	10-00
Sand and salts insoluble in muriatic acid - -	48-00	18-00	40-00	20-00
Salts soluble in muriatic acid, but giving no phosphates.	26-00	—	—	—
Phosphates of lime and magnesia - - - - -	-	46-00	28-50	26-00
Alkaline salts and muriates - - - - -	-	19-50	11-50	34-00
	100-00	100-00	100-00	100-00

(signed)

Geo. A. Nicolls, Surgeon.
Chas. B. Wood, Assistant Surgeon.

The above analyses of 2, 3, and 4 were made from specimens from which the prominent small pieces of stone were picked beforehand.

(signed)

G. A. N., Surgeon.
C. B. W., Assistant Surgeon.

Sub-Enclosure 2 to Enclosure 1, in No. 2.

Her Majesty's Ship "Juno," at Bombay,
9 October 1854.

Sir,

We beg to hand you the enclosed tabular view of the analysis of eight specimens of guano from the Isle of Jiblea, with remarks upon their most prominent characteristics. They all afford about an equal quantity of moisture, with the exception of specimens marked

Sub-Enclosure 2
to Enclosure 1, in
No. 2.

12 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

marked E and K in table: the latter much resembles the material sent from Haski, and marked as specimen 1. This substance we are unable chemically to determine, but we suppose it to be chiefly hydrated sulphate of lime.

The quantity of organic matter in all specimens is moderate, in this respect not bearing comparison with recently formed guano, more particularly the Peruvian; but this may be expected from the deposits being of old standing, and having undergone changes or assumed new chemical combinations. The specimen D furnishes most organic matter, and, considered as to all its constituents, we think it the best sample amongst them.

All the specimens, with the exception of C and E, are very rich in phosphates: it is furnished in greatest quantity by specimens D, G, H, and O.

The quantity of gritty insoluble matters present in all specimens, mixed with sand, detracts much from the value of the guano as manure: it will be seen that they yield it from 15 to 34 per cent., although the more prominent pieces of stone were removed before they were levigated preparatory to analysis.

We have assumed the soluble salts to be alkaline muriates and sulphates, but of what precise forms we could not determine.

In concluding our remarks upon these specimens of guano, we have to request your attention to the following observations, which are of moment in forming an opinion as to the value of the analyses we have made. In commencing our chemical investigations we assumed all the specimens to be guano; they most of them bear the outward signs of that material, giving evidence of ammonia when treated with lime, and giving off ammoniacal fumes on incineration, though they appear in a far advanced stage of decomposition or re-formation, and we consequently followed the directions given by Mr. Way, professor of chemistry to the Royal Agricultural Society, for the quantitative analysis of that valuable manure. In so doing we are aware we lay ourselves open to error, but the means at our command, and the difficulty attending organic analysis precluded any other course. We, however, trust that from our inquiry a rough estimate may be made of their value as they are found. Whether they would be of value to the English agriculturist can only be determined by accurate analysis, and their practical use.

We have, &c.

(signed) Geo. A. Nicolls, Surgeon.
Chas. B. Wood, Assistant Surgeon.

Captain Stephen G. Fremantle,
Her Majesty's Ship "Juno."

ANALYSIS OF GUANO from the Island of Jiblessa.

SPECIMENS.	Plain. A.	Margaret Cave. C.	Plain. D.	Plain Ord. E.	North Face. G.	Plain Ord. H.	Plain Ord. K.	Peak Cave. O.
Moisture - - - - -	10.50	9.50	11.00	6.00	9.50	9.00	2.00	10.50
Organic matter - - - - -	8.50	12.00	20.00	13.00	11.00	10.00	24.00	15.00
Sand and salts insoluble in muriatic acid - - - - -	32.00	40.00	18.00	24.00	15.00	22.00	34.00	12.00
Phosphates of lime and magnesia -	38.00	18.80	48.00	21.00	52.00	40.00	-	48.00
Alkaline sulphates and muriates -	18.00	21.70	3.00	36.00	12.50	19.00	-	14.00
Salts soluble in muriatic acid, but yielding no precipitates with am- monia - - - - -	-	-	-	-	-	-	40.00	-
	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

(signed) Geo. A. Nicolls, Surgeon, } Her Majesty's Ship
Chas. B. Wood, Assistant Surgeon, } "Juno."

Sub-Enclosure 3 to Enclosure 1, in No. 2.

Sub-Enclosure 3 to
Encl. 1, in No. 2.

The solid hard substances found on Jiblea are of two sorts, one on the surface, and the other generally a foot or two beneath. A specimen of the former, marked "Jiblea, L," has been sent with the present communication. I believe it to be identically the same as what Professor Way analyzed and reported upon, as follows:—

	No. 11.	No. 13.
" Moisture - - - - -	1.26	1.16
Organic matter and salts of ammonia - - - - -	6.77	6.89
Sand, &c. - - - - -	4.86	7.50
Phosphate of lime and magnesia - - - - -	80.33	79.73
Hydrated sulphate of lime - - - - -	0.78	0.84
Alkaline salts and loss - - - - -	8.02	3.88
	100.00	100.00
Nitrogen - - - - -	0.98	0.92
Equal to ammonia - - - - -	1.19	1.11

" Samples 11 and 13 are remarkable for the very high per-centage of phosphate of lime, and the absence of carbonate; they also contain, as you will observe, more than one per cent. of ammonia, in one instance, indeed, more than the guano itself; they would be admirably adapted for the manufacture of the superphosphate of lime, and if finely ground would most probably be a most excellent manure without other preparation. I say most probably, because, as you know, the state of aggregation of phosphate of lime entirely regulates its value as a fertilizer, the mineral phosphates being comparatively useless as manure without preparation.

" I have analyzed the stony substance, No. 11, and find it to contain 78 $\frac{1}{2}$ per cent. phosphate of lime without carbonate. If it exists in any quantity, it will be valuable in the manufacture of superphosphate. It is one of the richest, if not the richest, substances in phosphate of lime to be met with. The absence of carbonate would be an immense advantage to the superphosphate maker. No. 13, the substance looking like a limestone petrification, is also much the same as No. 11 above."

There are grounds therefore for supposing that it might be valuable as an import, provided it were found in sufficient quantity.

In order to arrive at anything like a true estimate, it would be necessary to turn up the whole surface, and separate it from other stony matter, in fact, to collect it into a mass, for it is very partially distributed about the island. On the plain, marked L, and up the hill, the greatest quantity is visible. I hesitate to fix any precise figure, even as an approximation; but perhaps 20,000 tons might represent what might reasonably be considered the maximum.

The substance found underground does not show the same properties. It is met with nearly all over the island, after digging through the loose matter. We have been able to make little of it, and as it is very heavy, I have not sent any specimen overland. I believe it to be of no value; nevertheless, several pieces have been forwarded with the other samples by the Cape of Good Hope, marked X. Subjoined is the report of the medical officers upon the foregoing, with an analysis of L.

(signed) *Stephen G. Fremantle, Captain.*

Her Majesty's Ship "Juno," at Bombay,
9 October 1854.

Sir,

We beg to offer you a few remarks upon the specimens of stony hardness, marked L and X. We have appended an analysis of specimen L, following the same method we adopted for the investigations of the guanos. With regard to specimen X, we have to observe that it offers outwardly little analogy to any former specimens submitted to analysis, and we have had much difficulty in determining what course to follow to avoid giving an erroneous impression respecting it: it appears to be of the same material, but in different combinations or forms; one mass when broken across shows a chalk-like fracture, and offers but little organic matter, and hardly a trace of phosphates, while another offers a crystalline cleavage, is of a dark brown colour, and gives an ammoniacal odour. A specimen of the latter taken from a block near the surface gave 16 per cent. of phosphates; when a second selected piece yielded but a trace of those salts. We cannot, with the means at our command, give an

analysis of it, and therefore have included our views upon it in the foregoing remarks: the determination of its constituent salts will alone afford an approximation to its value as a manure, or as an article from which manure might be manufactured.

We have, &c.

(signed) *Geo. A. Nicolls, Surgeon,*
Chas. B. Wood, Assistant Surgeon.

SPECIMEN I.

A DARK brown mass, closely aggregated, breaks with an irregular fracture, and shows minute crystalline points or scales; outside surface covered with a yellow chalk-looking enamel of several lines thickness, and bearing in places a high porcelain-like polish.

ANALYSIS.

Moisture	-	-	-	-	1.00
Organic matter	-	-	-	-	6.00
Sand	-	-	-	-	1.00
Phosphates of lime and magnesia					68.00
Alkaline sulphates and muriates					23.00
Salts insoluble in muriatic acid					1.00
					<hr/> 100.00

(signed) *Geo. A. Nicolls, Surgeon,*
Chas. B. Wood, Assistant Surgeon.

Captain Stephen G. Fremantle,
Her Majesty's Ship "Juno."

Enclosure 2, in No. 2.

Encl. 2, in No. 2.

To the Right Honourable the Earl of Clarendon, G.C.B.

Litherland, near Liverpool,
6 November 1855.

My Lord,

SINCE I had the honour to receive your Lordship's letter (through Mr. Hammond) of the 11th of July last, together with the samples sent by Captain Fremantle from the Kooria Moorla Islands, I have not ceased to persevere in the matter, and have laid those samples, together with those brought by myself, before a committee of superphosphate manufacturers and guano merchants, who pronounce those samples most valuable, both as regards the guano and phosphate of lime; and I can now be in a position, with ample capital, to carry out the project I have so long persevered in (now three years), on the condition that I can procure a lease of the islands from the British Government to myself for a term of a few years; as an outlay of 3,000*l.* (three thousand pounds) would be expended in plant, for the purpose of constructing tramroads, stages, and jetties, also for erecting sheds and huts, and for provisioning a large number of labourers, a lease is therefore necessary for the security of such outlay, and without a lease no capitalist will embark in the enterprise. I am aware that your Lordship objects to a monopoly in the matter, but I am prepared to give a guarantee that all cargoes, as they arrive, shall be put up for sale at public auction, by the cargo, or in lots to suit every class of purchasers, in which case the farmer would have the article direct from the ship's hold, free from adulteration, and at a fair market price. The whole of the cargoes would be consigned to one respectable broker in Liverpool, and who is prepared to enter into a bond that the above conditions of sale should be strictly carried out, and thus secure the farmer against monopoly. I trust that your Lordship will not consider it a monopoly in granting me a lease of the islands, as it appears quite evident, from the report of Captain Fremantle, that no other British subject than myself will attempt to develop the immense deposits of guano and phosphate of lime I have discovered on those islands, and it is more than probable that the Americans, who are in search for these articles in all parts where they are likely to be found, will take away the whole from those islands, if permitted to do so.

May I, therefore, crave your Lordship's consideration, and respectfully request that I may be granted a lease of the Kooria Moorla Islands for a term of five years. I will then set to work vigorously, and prove, to your Lordship's satisfaction, that all the statements which I have made to your Lordship respecting the deposits of guano and phosphate of lime on those islands are correct, and that they are even greater than I have represented them to be.

Respectfully awaiting your Lordship's favourable reply,

I have, &c.
(signed) *John Ord.*

Enclosure 3, in No. 2.

To the Right Honourable the Earl of Clarendon, K.G., G.C.B.,

Encl. 3, in No. 2

Litherland, near Liverpool,

1 December 1856.

My Lord,

I had the honour to receive duly your Lordship's letter, addressed to me on the 14th ultimo, through the Right Honourable Lord Wodehouse, stating that my application for a lease of the Kooria Moorja Islands would be taken into consideration.

I should not have taken the liberty of again addressing your Lordship on the subject, were it not that the working season at the islands is now of short duration, and that I am anxious to get the project into working order prior to the commencement of the south-west monsoon in the month of May, ending in August, during which period of nearly four months landing on the guano islands of the group is impracticable, but which period I should turn to good advantage, provided I could get my arrangements at the islands into operation before the month of May; in which case the stormy season, from May to August, would be occupied in stacking the cargoes near the beach, ready for shipment at the subsiding of the south-west monsoon, in the month of August, when the fair weather season again commences, and continues eight months without interruption. I have made preliminary arrangements for the purchase of a ship and stores to proceed to the islands, touching at Maculla (near Aden) to embark a colony of Arab labourers, for the purpose of opening out the deposits at the islands, and for exporting the same to this country. So soon as I may have obtained a lease of the islands, I purpose proceeding, by the overland route, to Maculla (near Aden), which place I have previously visited, and the Sheikh of which is a subject of his Highness the Imam of Muscat, and where I shall be able to procure the requisite number of labourers, ready to embark on the arrival of the ship with the plant and stores. I think it my duty to state to your Lordship that I am informed by Mr. Edward Elsam, of the late firm of Elsam & Co., of Bombay, that five American ships were loading at the Kooria Moorja Islands a few months ago, and I have the strongest reason to think the statement correct; the quantity, however, that they may carry off this season cannot be great, and I trust that before the commencement of next season I may be in a position to put a stop to their proceedings.

I beg to apologise to your Lordship in again addressing you on the subject, and to thank your Lordship for the consideration already granted me.

I have, &c.
(signed) Jno Ord.

Enclosure 4, in No. 2.

Office of Committee of Privy Council for Trade.
Whitehall, 7 December 1856.

Encl. 4, in No. 2

My Lord,

In reply to the request of the Earl of Clarendon, as conveyed in your Lordship's letter of the 28th November, to be favoured with the opinion of the Lords of the Committee of Privy Council for Trade, as to the safety and expediency of granting to Captain Ord a lease for five years of the islands in the Bay of Kooria Moorja, in order to enable him to make arrangements for exporting the deposits of guano supposed by him to exist there, I am directed by their Lordships to state, that looking to the peculiar circumstances of the case, and the somewhat speculative nature of the undertaking, they conceive that it may be advisable to comply with the request of Captain Ord, and to grant a lease for five years, with the conditions of sale which he proposes. And looking to the nature of the communication which has been made to the Imam of Muscat, and the intention of Her Majesty's Government that the generosity of his Highness in ceding the islands in question to Great Britain should be recognised by an arrangement which would have the effect of extending to him a share in the commercial advantages of the operation, my Lords consider that this may be most suitably effected by binding the lessee to pay annually a royalty, to be computed per ton, on the gross quantity of guano shipped from the islands from which such portion as may seem expedient to Her Majesty's Government may be assigned by them for the use of the Imam.

The Lord Wodehouse,
&c. &c. &c.

I have, &c.
(signed) J. Emerson Tennent.

Enclosure 5, in No. 2.

To the Right Honourable the Earl of Clarendon, K.G., G.C.B.

Encl. 5, in No. 2

The Queen's Hotel (late Bull and Mouth),
St. Martin's-le-Grand, London, 18 December 1856.

My Lord,

With reference to the conversation I had the honour to have with Lord Wodehouse yesterday on the subject of granting me a lease of the Kooria Moorja Islands, and of my paying a royalty to the British Government for the same on behalf of his Highness the Imam of

Muscat, I beg leave to state to your Lordship that I have duly considered the matter, and shall be glad to pay such a royalty as I think the project can afford, say fifty dollars upon every one hundred tons, and which I now humbly beg to offer. This, my Lord, may appear small, but when it is taken into consideration that I have already expended seven hundred pounds (700 £) in the project, following it up through a period of three years, without salary, and that I have yet many difficulties to contend with, I trust that my proposition may be considered fair. I should be glad to name a higher rate could I see my way clear to enable me to do so; but as there are heavy expenses attending the project at the commencement, in the outlay of three thousand pounds (3,000 £), also the freights ruling high, together with the working, insurance, and other charges, and as all the guano as it arrives in this country will be sold by public auction, the profits may not be considerable, whilst the farmers will be chiefly benefited by the importation. I will take the liberty (if permitted to do so) of waiting upon Lord Wodehouse to-morrow to receive your Lordship's views upon the subject.

I have, &c.
(signed) Jno. Ord.

— No. 3. —

No. 3.
H. Merivale, Esq.,
to E. Hammond,
Esq.
22 Dec. 1855.
* Page 8.

COPY of LETTER from H. Merivale, Esq., to E. Hammond, Esq.

Sir,

Downing-street, 22 December 1855.

In answer to your letter of the 18th instant,* I am directed by Mr. Secretary Labouchere to acquaint you, for the information of the Earl of Clarendon, that he concurs in the terms on which it is proposed to grant a lease for five years to Captain Ord of the Kooria Moorla Islands; namely, by charging a royalty of 50 dollars on every hundred tons of guano exported during the first two years of the lease, and 100 dollars on the same quantity for the last three years.

Mr. Labouchere has therefore desired the Land and Emigration Commissioners to place themselves in communication with Captain Ord, for the purpose of preparing a lease accordingly. In the meantime, Mr. Labouchere will consider what ulterior arrangements will become necessary with regard to the future government of these islands.

I am, &c.
(signed) H. Merivale.

— No. 4. —

No. 4.
H. Merivale, Esq.,
to the Colonial
Land and Emigra-
tion Commission-
ers.
22 Dec. 1855.
18 Dec 1855.
* Page 8.

COPY of LETTER from H. Merivale, Esq., to the Colonial Land and Emigration Commissioners.

Gentlemen,

Downing-street, 22 December 1855.

I AM directed by Mr. Secretary Labouchere to transmit to you the copy of a letter* from the Foreign Office, together with its enclosures, by which you will perceive that it is intended to grant to Captain Ord a lease, for five years, of the Kooria Moorla Islands, to enable him to export guano therefrom to this country.

Mr. Labouchere concurs in the stipulation that he should pay a royalty for the first two years of 50 dollars upon every hundred tons of guano exported, and 100 dollars upon every hundred tons taken during the other three years.

I am desired to request that you would place yourselves in communication with Captain Ord, and arrange with him the terms upon which you should prepare the draft of a lease for carrying out this object.

As this matter presses, I am directed to call your immediate attention to it.

I am, &c.
(signed) H. Merivale.

— No. 5. —

Copy of LETTER from the Land and Emigration Commissioners to
H. Merivale, Esq.

Sir,

Emigration Office, 18 January 1856.

No. 5.
The Land and
Emigration Com-
missioners to H.
Merivale, Esq.
18 January 1856.

* Page 16.

On receiving your letter of the 22d ultimo,* respecting a proposed lease of the Kooria Mooria Islands to Captain Ord, we placed ourselves in communication with that gentleman, and on the 28th transmitted to his solicitor, Mr. Wathen, the draft of an indenture, giving to Captain Ord and his proposed co-licencees the exclusive right, for five years, of taking guano from the three islands of Jibleea, Haski, and Gharzoud. This we found was all that Captain Ord desired, and we considered, therefore, that it was unnecessary to give him a lease, which might interfere with the use of the islands for other purposes by Government; or to extend his licence to the other two islands, on one of which there are inhabitants, but on neither of which is guano found. The royalty reserved on the guano raised is that suggested by your letter, except that it is reserved at the rate of 2s., and after the first two years, 4s. a ton, instead of 50 dollars, and 100 dollars per 100 tons.

2. In order to secure the payment of this royalty, it is provided that the guano shall be always consigned to one of the co-licencees at Liverpool, or to some other person or place approved by Government.

3. In transmitting this draft to Mr. Wathen, we explained, that although we desired to obtain Captain Ord's concurrence in it, we, on our part, could do no more than submit it for the approval of the Secretary of State and President of the Board of Trade.

4. We also stated that it would be necessary that two substantial persons should join Captain Ord in a bond to the Queen, to the amount of 2,000 £, for the due performance of the conditions on which the licence was granted.

5. We now enclose a copy of Mr. Wathen's answer, communicating Captain Ord's assent to the proposed terms, and enclosing a letter, apparently from a Liverpool solicitor, Mr. Stone, in which are stated the names of Captain Ord's proposed sureties and co-licencees, and their references.

16 January 1856.
Enclosure 1.

6. In the accompanying draft indenture the names of these gentlemen have been filled in. It is, we presume, unnecessary to furnish a draft of the proposed bond.

Enclosure 2.

7. If this draft should be approved by the Secretary of State and Board of Trade, we presume it should be transmitted to the Solicitor of the Treasury, with the letters of Messrs. Wathen and Stone, in order that the necessary steps may be taken for the final preparation and execution of the indenture and of the bond.

8. It will be observed that Mr. Wathen requests that the matter may be settled as speedily as possible.

We have, &c.

(signed) T. W. C. Murdoch.
Frederic Rogers.

P.S.—We should, perhaps, add that we have not ourselves instituted any inquiries into the sufficiency of the sureties and co-licencees.

Enclosure 1, in No. 5.

The Queen and Ord.

Encl. 1, in No. 3.

Sir,
I do myself the pleasure of returning this draft lease, on which you will find one or two marginal notes. The names of the proposed sureties and co-licencees are now supplied. For your guidance I also beg to hand you, on the other side, copy of my Liverpool client's letter of instructions.

Your causing the business to be closed with the lesser possible delay will much oblige,

S. Walcott, Esq.

Sr, &c.
(signed) J. Beaumont Wathen.

13 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

ORD'S LEASE.

Dear Sir,

Liverpool, 13 January 1856.

I RETURN you this draft lease, which please to press forward as fast as practicable.

Two capitalists have agreed to join Mr. Ord in the matter, whose names I have inserted in the draft. Their references are, as to Mr. Hindson, the Union Bank, Liverpool, to whom Mr. Walcott or the Crown solicitor can apply as to their respectability, &c.

All the three will enter into the proposed bond to The Queen to the amount of 2,000 £, if deemed necessary.

Mr. Ord lent a copy of the lease (leaving out the names of the Imaum and the islands) to a Mr. Rogers, with whom he was in negotiation, but he left Liverpool on the following morning (a few days ago) without returning it. He has been written to at several places to return it, as also Professor Way's and Professor Anderson's analysis, which Mr. Ord also lent him, but he has made no reply. His address in London is East India Chambers. Have the goodness to obtain from him the draft lease and other papers.

It is possible this Mr. Rogers may be making inquiries of Mr. Walcott or some other official person about the islands. It would therefore, perhaps, be advisable to caution Mr. Walcott about him.

J. B. Wathen, Esq.

I am, &c.
(signed) George Stone.

Encl. 2, in No. 5.

Enclosure 2, in No. 5.

THIS Indenture, made the _____ day of _____, between Her Most Gracious Majesty Queen VICTORIA, of the first part, and John Ord, of Litherland, near Liverpool, in the city of Lancaster, late Master Mariner, and Joseph Hindson, and James Henshaw Hayes, both of Liverpool aforesaid, Merchants and Brokers, of the second part.

WHEREAS his Highness the Imaum of Muscat hath ceded to Her said Majesty, Her heirs and successors, in full property and dominion, five islands in or near the Bay of Kooria Mooraa, on the south coast of Arabia, denominated respectively Halaaneea, Soda, Jibleea, Haaki, and Gharzoad, and being part of his said Highness's dominions: And whereas it hath been represented to Her said Majesty that the three last-mentioned islands contain deposits of guano and other substances capable of being used for the manuring of land (all which substances are hereinafter included under the term guano): And whereas the said John Ord, Joseph Hindson, and James Henshaw Hayes have applied to Her said Majesty for leave and authority to appropriate and remove the said guano, which Her said Majesty hath been pleased to grant, on the terms and under the conditions hereinafter mentioned: Now this Indenture witnesseth, that her said Majesty hath granted, and doth hereby grant, to the said John Ord, Joseph Hindson, and James Henshaw Hayes, their executors, administrators, and assigns (hereinafter called the parties of the second part), the sole and exclusive right, for the term of five years from the date of these presents, to raise and take away the said guano from the said three islands of Jibleea, Haaki, and Ghurzoad, with permission to construct on the said islands all such sheds, huts, stores, jetties, or other works or buildings as may be requisite for that purpose.

And this Indenture further witnesseth, that the said parties of the second part do hereby covenant and agree with and to Her said Majesty, Her heirs, and successors, that all guano which shall be shipped from any of the said islands shall be taken direct to the port of Liverpool, or to some other port or ports in the United Kingdom which may hereafter be approved by Her Majesty, at the request of the said parties of the second part, and shall be consigned to the said Joseph Hindson, or to such other person or persons in the United Kingdom as may be approved by Her Majesty on such request as aforesaid; and that the said parties of the second part shall pay to Her said Majesty a royalty of 2 s. sterling for every ton of guano so shipped as aforesaid during the first two years, and 4 s. sterling for every ton so shipped during the last three years of the term aforesaid; and that no such guano shall be landed from any ship, until the said royalty shall have been paid on all the guano carried in such ship, according to the estimate of the principal officer of customs at the port of discharge (which estimate and payment, nevertheless, shall be subsequently adjusted according to the actual quantity of guano which, after the final discharge of the vessel, shall be found to have been on board). And further, that the said parties of the second part shall send in to one of Her Majesty's Secretaries of State separate accounts of the amount of guano shipped in each half-year of the said term, commencing from the date of these presents, so as to ensure (as far as may be practicable) that every such account shall reach the said Secretary of State within six calendar months of the expiration of the half-year to which it relates. And this Indenture further witnesseth, that in case any of the above covenants shall be broken or left unfulfilled, it shall be lawful for Her said Majesty, by notice under the hand of one of Her Majesty's principal Secretaries of State, to be published in the "London Gazette" within one week of the date thereof, to declare that, on a day to be named in such notice, not being less than three calendar months after the date thereof, the licence and authority hereby granted to the said parties of the second part to raise and remove guano as aforesaid shall cease and determine, and such licence and authority

[When Mr. Ord despatches a cargo from the islands he will write by the overland mail to Mr. Hindson (*vid* Aden), and the captains of each ship will be instructed to call at Cork or Falmouth for orders as to what port he is to proceed to, to discharge.]

authority shall accordingly cease and determine, and all sheds, huts, stores, jetties, and other works and buildings made by the said parties of the second part on any of the said islands, and all guano shipped therefrom, shall after the day so named as aforesaid be and become the property of Her Majesty.

And it is hereby further agreed, that all expenses incurred, or to be incurred, in the preparation and execution of this Indenture, or in carrying out the provisions thereof, shall be borne by the said parties of the second part, and that the opinion of the solicitor of Her Majesty's Treasury, as to the amount of such expenses, shall in all respects be final.

In witness whereof, we, Thomas William Clinton Murdoch, Charles Alexander Wood, and Frederic Rogers, Her Majesty's Emigration Commissioners, have hereunto set our hands and seals, for and on behalf of Her Majesty; and the said John Ord, Joseph Hindson, and James Henshall Hayes, have respectively hereto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the said Thomas William Clinton Murdoch, Charles Alexander Wood, and Frederic Rogers, as such Emigration Commissioners as aforesaid, in the presence of

Signed, sealed, and delivered by the said John Ord, Joseph Hindson, and James Henshall Hayes, in the presence of

— No. 6. —

COPY of a LETTER from *E. Hammond, Esq.*, to *H. Merivale, Esq.*

Sir,

Foreign Office, 1 February 1856.

WITH reference to your letter* of the 22d of December last, I am directed by the Earl of Clarendon to transmit to you a copy of a letter from Captain Ord, stating that he has made arrangements for the despatch of a vessel to the Kooria Moorla Islands, and requesting to know when the license promised to him for the removal of guano from those islands will be ready for him, and I am to request that you will move Secretary Sir George Grey to inform Lord Clarendon what reply should be returned to Captain Ord.

H. Merivale, Esq.
&c. &c. &c.

I am, &c.
(signed) *E. Hammond.*

Enclosure in No. 6.

My Lord,

Litherland, near Liverpool,
30 January 1856.

I BEG your Lordship will pardon the liberty I take in again addressing you respecting the licence to remove guano from the Kooria Moorla Islands, as I have made arrangements for the immediate despatch of a ship, with the necessary plans and stores, and I am most desirous of having every thing settled before the ship sails. I would therefore esteem it a great favour if your Lordship could inform me when it may be probable that I shall receive the license, which would enable me to decide upon the despatch of the ship, and as to whether I should save the season at the islands; and should the matter be settled in a few days, I should do so, and which would greatly tend to the success of my enterprise, in which I still maintain the fullest confidence both as regards quantity and quality, having had all the samples re-analyzed, the result of which has proved most satisfactory.

Lord Clarendon, &c.

I have, &c.
(signed) *J. Ord.*

— No. 7. —

COPY of LETTER from *H. Merivale, Esq.*, to *Sir C. E. Trevelyan,*

Sir,

Downing-street, 2 February 1856.

I AM directed by Mr. Secretary Labouchere to transmit to you the copy of a letter† from the Foreign Office, stating the circumstances under which it has been agreed to grant a licence for five years to Mr. Ord, a captain in the merchant service, to remove guano from three of the Kooria Moorla Islands, named Jiblea, Haski, and Gharzoud.

I also enclose the copy ‡ of a report made by the Land and Emigration Commissioners, accompanied by a draft of the licence which they recommend should be granted to Captain Ord, under which he will be required to pay a

No. 6.

E. Hammond, Esq.,
to *H. Merivale,*
Esq., 1 February
1856.

* Page 16.

30 Ja

No. 7.

H. Merivale, Esq.,
to *Sir C. E. Tre-*
velyan.
2 February 1856.

18 December 1855.
† Page 6.

20 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

royalty of 2 s. per ton on all guano exported during the first two years, and 4 s. per ton after that period.

It is proposed to associate with Captain Ord, Mr. Joseph Hindson and Mr. James Henshall Hayes, both of Liverpool, who, with him, are to enter into securities to the Queen to the amount of 2,000 l., for the due performance of the conditions on which the licence is to be granted.

I am directed by Mr. Labouchere to request that you would lay these papers before the Lords Commissioners of the Treasury, and move their Lordships to instruct their solicitor to take the necessary steps for the final preparation and execution of the indenture or licence, and also of the bond, having first satisfied himself of the sufficiency of the sureties and co-licenceses.

I am to add that it is desirable to have the matter settled as soon as possible.

I am, &c.

(signed) *H. Merivale.*

No. 8.

H. Merivale, Esq.,
to the Secretary to
the Admiralty.
2 February 1856.

18 December 1855.
* Page 8.

See page 18.

— No. 8. —

COPY of LETTER from *H. Merivale, Esq.*, to the Secretary to the Admiralty.

Sir,

Downing-street, 2 February 1856.

I AM directed by Mr. Secretary Labouchere to transmit to you, for the information of the Lords Commissioners of the Admiralty, the copy of a letter * from the Foreign Office, respecting a proposition of grant to Mr. Ord, a captain in the merchant service, of an exclusive licence, for five years, to export guano from three of the Kooria Moorla Islands, named Jibleea, Haski, and Gharzoud. I also enclose a copy of the licence, under which a royalty is reserved of 2 s. per ton on all guano shipped during the first two years, and 4 s. per ton afterwards.

As the success of the undertaking appears to Mr. Labouchere to be very doubtful, he is desirous of avoiding any unnecessary expense, and with this view suggests that the Lords Commissioners should instruct the officer in command of Her Majesty's naval forces in those seas to communicate with Her Majesty's Consul at Zanzibar, with a view to such measures being taken as may appear to them to be required to protect the natives on the islands, and to levy the royalty on all guano which should be shipped by Captain Ord, paying out of the same such necessary expenses as may be incurred, and also to protect Captain Ord's people in their exclusive right, if any persons should attempt to interfere with it. From the report made by Captain Fremantle to Lord Clarendon, dated Her Majesty's ship "Juno," Bombay, 10th October 1854, after his second visit to the islands, it does not seem likely either that Captain Ord's operations will last long, or that other persons will have any temptation to interfere with them.

I have, &c.

(signed) *H. Merivale.*

No. 9.

H. Merivale, Esq.,
to E. Hammond,
Esq.
2 February 1856.

† Page 8.

18 January 1856.
Page 17

— No. 9. —

COPY of LETTER from *H. Merivale, Esq.*, to *E. Hammond, Esq.*

Sir,

Downing-street, 2 February 1856.

IN answer to your letter† of the 18th December, and with reference to mine of the 22d, respecting the proposed exclusive permission to Mr. Ord, a captain in the merchant service, to export guano from the Kooria Moorla Islands, for the next five years, I am directed by Mr. Secretary Labouchere to transmit to you, for the information of the Earl of Clarendon, the copy of a report,‡ and its enclosures, made on this subject by the Land and Emigration Commissioners.

In accordance with their recommendation, the Lords Commissioners of the Treasury have been requested to instruct their solicitor to see that the necessary documents are properly executed by Captain Ord and his co-licenceses.

Lord Clarendon will perceive that Captain Ord has consented to pay a royalty of 2 s. per ton on all guano shipped during the first two years, and 4 s. per ton after that period, instead of 50 dollars and 100 dollars per 100 tons, as at first proposed.

From

From the unfavourable nature of Captain Fremantle's report, which accompanied your letter, Mr. Labouchere does not think it necessary to take any steps at present for the government of those islands, and has considered it sufficient to request the Lords Commissioners of the Admiralty to instruct the officer commanding Her Majesty's naval forces in those seas to communicate with the Consul at Zanzibar (assuming that Lord Clarendon will concur), and to take any steps which should appear to them to be required to protect the natives on the islands, and to levy the royalty on any guano which should be shipped by Captain Ord; and also to protect his people in their monopoly. As it does not seem probable that Captain Ord's operations will last long, or that other persons will have much temptation to interfere with them, Mr. Labouchere is of opinion that the accomplishment of the objects in question need not involve much expense.

I have, &c.
(signed) *H. Merivale.*

— No. 10. —

COPY of LETTER from *H. Merivale, Esq.*, to Sir *Emerson Tennent.*

Sir,

Downing-street, 2 February 1856.

WITH reference to your letter to Lord Wodehouse of the 7th December, I am directed by Mr. Secretary Labouchere to transmit to you, for the information of the Lords of the Committee of Privy Council for Trade, the copy of a report * made by the Land and Emigration Commissioners (with its enclosures), on the best mode of carrying out the proposal of allowing Captain Ord to export guanos from the Kooria Moorria Islands.

Their Lordships will perceive that it is intended to grant a licence to him and two others to export guano from three of the islands, for five years, paying a royalty of 2 s. per ton on all removed during the first two years, and 4 s. per ton after that period.

The Lords Commissioners of the Treasury have been requested to instruct their solicitor to see that the indenture and bond alluded to by the Land and Emigration Commissioners are properly executed.

I remain, &c.
(signed) *H. Merivale.*

— No. 11. —

COPY of LETTER from *J. Ord, Esq.*, to the Right Hon. *H. Labouchere, M.P.*

Sir,

Litherland, near Liverpool,
2 February 1856.

HAVING made all necessary arrangements for the immediate despatch of a ship, with the requisite material and stores, to the Kooria Moorria Islands, for the purpose of commencing the exportation of the large deposits of guano and phosphate of lime thereon, to this country, under the sanction of the British Government; and as I am desirous of having all matters relating to the project settled before the ship sails, I should esteem it a great favour if you could kindly inform me when it may be probable that I shall receive the license granted me by the British Government, as it would enable me to decide upon the despatch of the ship, and as to whether I should save the season at the islands; for should the matter be settled in a few days, I should do so, and which would greatly tend to the success of my enterprise, in which I still maintain the fullest confidence both as regards the quantity and quality of the deposits on those islands, having had all the samples of guano and phosphate of lime re-analysed, the result of which is most satisfactory; and I have no doubt that when once I get the project into working order, it will go far to put down the Peruvian monopoly in guano, as some of the deposits on the above islands are but little inferior to those of Peru, and will be sold in this country at a much lower price, to the great benefit of the agriculturist, as he will receive it genuine from the ship's hold.

No. 10.
H. Merivale, Esq.
to Sir *Emerson*
Tennent.
2 February 1856.

18 January 1856.
* Page 17.

No. 11.
J. Ord, Esq., to the
Right Hon. *H. La-*
bouchere.
2 February 1856.

22 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

I am induced, sir, to make these statements, presuming that you are acquainted with the circumstances connected with my discovery of those deposits on the Kooria Moorria Islands, and their consequent cession by his Highness the Imaum of Muscat to Her Britannic Majesty.

I have, &c.
(signed) *Jno. Ord.*

— No. 12. —

No. 12.
R. Osborne, Esq.,
M.P., to H. Merivale, Esq.
5 February 1856.

COPY of LETTER from *R. Osborne, Esq., M.P., to H. Merivale, Esq.*

* Page 20.

Sir,

Admiralty, 5 February 1856.

I HAVE laid before my Lords Commissioners of the Admiralty your letter of the 2d instant,* suggesting, with reference to the proposition that Mr. Ord should be granted an exclusive licence to export guano from three of the Kooria Moorria Islands, that the senior naval officer in those seas should, in communication with Her Majesty's Consul at Zanzibar, take measures to protect the natives on the islands, and to levy the royalty on the guano exported; and I am commanded by their Lordships to acquaint you, for the information of Mr. Secretary Labouchere, that the islands in question are close to the coast of Arabia, which Her Majesty's cruisers seldom visit, being so near to the course usually taken by the steam vessels belonging to the East India Company in their constant visits to the Persian Gulf and Red Sea. Orders may, however, be given for any vessel passing that way to call at the islands in question, for the purpose of reporting upon their state, as was done by Captain Fremantle; but it is perfectly impossible for the naval officers on the station to undertake the general superintendence of the settlers on, or natives of the islands, or the collection of dues or royalties.

I am, &c.
(signed) *R. Osborne.*

— No. 13. —

No. 13.
E. Hammond, Esq.,
to H. Merivale, Esq.
6 February 1856.

COPY of LETTER from *E. Hammond, Esq., to H. Merivale, Esq.*

+ Page 20.

Sir,

Foreign Office, 6 February 1856.

I AM directed by the Earl of Clarendon to acquaint you that his Lordship concurs in the opinion expressed by Mr. Labouchere, in your letter of the 2d instant,† with respect to the cession to Mr. Ord of the right to export guano from the Kooria Moorria Islands.

I am, &c.
(signed) *E. Hammond.*

— No. 14. —

No. 14.
H. Merivale, Esq.,
to J. Ord, Esq.
6 February, 1856.

COPY of LETTER from *H. Merivale, Esq., to J. Ord, Esq.*

: Page 21.

Sir,

Downing-street, 6 February 1856.

IN answer to your letter of the 2d instant,‡ I am directed by Mr. Secretary Labouchere to acquaint you, that the Lords Commissioners of the Treasury have been requested to instruct their solicitor to take the necessary steps for the immediate execution of the legal instrument under which you will be empowered to export guano from the Kooria Moorria Islands. I am therefore to refer you to their Lordships' office for further information on the progress of the matter.

I am, &c.
(signed) *H. Merivale.*

— No. 15. —

COPY of LETTER from *H. Merivale*, Esq., to *E. Hammond*, Esq.

Sir,

Downing-street, 6 February 1856.

WITH reference to your letter* of the 1st instant, I am directed by Mr. Secretary Labouchere to acquaint you, for the information of the Earl of Clarendon, that Mr. Ord having at the same time inquired respecting the progress which had been made in preparing his lease of the Kooria Moorla Islands, he has been informed that the necessary instruments have been sent to the Treasury in draft, in order that the Solicitor to the Treasury might see to their execution.

I have, &c.
(signed) *H. Merivale*.

No. 15.
H. Merivale, Esq.,
to *E. Hammond*,
Esq.
6 February 1856.
• Page 19.

— No. 16. —

COPY of LETTER from *E. Hammond*, Esq., to *J. Ord*, Esq.

Sir,

Foreign Office, 6 February 1856.

IN reply to your letter of the 30th ultimo, I am directed by the Earl of Clarendon to acquaint you that Her Majesty's Secretary of State for the Colonies has, at the recommendation of the Colonial Land and Emigration Commissioners, requested the Lords of the Treasury to instruct their solicitor to see to the proper execution of the documents necessary for the cession to you and to your co-licencees of the permission to export guano from the Kooria Moorla Islands; and I am at the same time to inform you that Lord Clarendon has caused a letter to be addressed to the Lords of the Treasury requesting that this matter might be expedited.

I am, &c.
(signed) *E. Hammond*.

No. 16.
E. Hammond, Esq.,
to *J. Ord*, Esq.
6 February 1856.

— No. 17. —

COPY of a LETTER from *H. Merivale*, Esq., to *E. Hammond*, Esq.

Sir,

Downing-street, 15 February 1856.

WITH reference to my letter of the 2d instant,† I am directed by Mr. Secretary Labouchere to transmit to you, for the information of the Earl of Clarendon, the copy of a letter from the Admiralty, relating to the assistance and protection which the Lords Commissioners propose should be afforded in carrying out the arrangement made with Mr. Ord for importing guano from the Kooria Moorla Islands.

Mr. Labouchere presumes that, as this negotiation has hitherto been conducted under Lord Clarendon's instructions, his Lordship will think fit to make Mr. Ord acquainted with the nature of the protection which he is to receive from the Admiralty.

I am, &c.
(signed) *H. Merivale*.

No. 17.
H. Merivale, Esq.,
to *E. Hammond*,
Esq.
15 February 1856.
† Page 20.
5 February 1856.
Page 22.

— No. 18. —

COPY of LETTER from *E. Hammond*, Esq., to *J. Ord*, Esq.

Sir,

Foreign Office, 22 February 1856.

WITH reference to my letter of the 6th instant, I am directed by the Earl of Clarendon to acquaint you that Her Majesty's Secretary of State for the Colonies addressed a communication to the Lords Commissioners of the Admiralty, suggesting that measures should be taken for the protection of the natives on the Kooria Moorla Islands, and that their Lordships have informed Mr. Labouchere, in reply, that orders can be given for any vessel belonging to Her Majesty's

No. 18.
E. Hammond, Esq.,
to *J. Ord*, Esq.
22 February 1856.

24 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

cruisers passing that way to call at the Kooria Moorla Islands for the purpose of reporting upon their state, but that it will be impossible for the naval officers on the station to undertake the general superintendence of the settlers or natives on those islands.

I am, &c.
(signed) *E. Hammond.*

— No. 19. —

No. 19.
J. B. Wathen, Esq.,
to the Right Hon.
H. Labouchere,
29 February 1856.

COPY of LETTER from *J. B. Wathen, Esq.*, to the Right Hon. *H. Labouchere.*

KOORIA MOORIA ISLANDS.—ORD'S LEASE.

39, Guildford-street, London,
29 February 1856.

Sir,

20 February 1856.
21 February 1856.

I HAVE the honour of enclosing copy of a letter addressed a few days ago to Mr. Hammond, of the Foreign Office, requesting to be furnished with a certified copy of the original deed of cession of these islands, and of the reply since received to that application; may I request the favour of your directing the copy deed to be sent here as early as convenient.

I have, &c.
(signed) *J. Beardmore Wathen.*

Enclosure 1 in No. 19.

Encl. 1 in No. 19.

KOORIA MOORIA ISLANDS.—ORD'S LEASE.

London, 39 Guildford-street,
20 February 1856.

Sir,

REFERRING to your favour of the 6th instant, I beg to say that the lease and bond have now been settled, and approved by Mr. Reynolds, the solicitor to the Lords of the Treasury, and the ingrossment since sent down to Liverpool, for execution by Mr. Ord, and his co-lessees and sureties.

Mr. Ord considering it essential that, on his arrival out at the islands, he should not only be fortified by the possession of a translation into Arabic of his own lease, but also of a certified copy of the original deed of cession of the Islands to Her Majesty, I have to submit this fact to you, and to request the favour of your causing such certified copy to be forwarded to me as early as circumstances will permit.

The authorities at the Colonial office inform me that I am correct in making this application to your department.

E. Hammond, Esq.,
Foreign Office.

I have, &c.
(signed) *J. Beardmore Wathen.*

Enclosure 2 in No. 19.

Encl. 2 in No. 19.

Sir,

Foreign Office, 21 February 1856.

I AM directed by the Earl of Clarendon to acknowledge the receipt of your letter of the 20th instant, requesting, on behalf of Mr. Ord, to be furnished with a certified copy of the original deed of cession of the Koorla Moorla Islands; and, in reply, I am to refer you to Her Majesty's Secretary of State for the Colonies, who is in possession of the original deed.

J. Beardmore Wathen, Esq.

I am, &c.
(signed) *E. Hammond.*

— No. 20. —

No. 20.
H. Merivale, Esq.,
to *J. B. Wathen,*
Esq.
8 March 1856.

COPY of a LETTER from *H. Merivale, Esq.*, to *J. B. Wathen, Esq.*

Sir,

Downing-street, 8 March 1856.

In reply to your request contained in your letter of the 29th ultimo, I am directed by Mr. Secretary Labouchere to transmit to you a copy of the original document under which the Koorla Moorla Islands were ceded to Her Majesty, and also a translation of it.

I have, &c.
(signed) *H. Merivale.*

Enclosure in No. 20.

BISMILLAH.

Encl. in No. 20.

From the humble Sereid Bin, Sultan, to all and every one who may see this paper, whether Mohammedans, or others.

THERE has arrived to me from the powerful nation (England) Captain Freemantle, belonging to the Royal Navy of the great Queen, requesting from me, the (Jesair i bin Calfaim) Chorian Morian Islands, namely, Helaanee, Jiblee, Soda, Haski and Gourzoud; and I hereby cede to the Queen Victoria the above-mentioned islands, to be Her possessions, or Her heirs and successors after Her. In proof whereof, I have hereunto affixed my signature and seal, on behalf of myself, and my son after me, of my own free will and pleasure, without force, intimidation, or pecuniary interest whatsoever.

And be the same known to all to whom these presents may come.

Done at Muscat, the 17th day of the month Shawal 1270 (14th July 1854.)

Given under my hand,

(signed by the Imaum) "Sereid."



Done in the presence of me,

(signed) *Stephen G. Freemantle,*
Captain of Her Majesty's ship "Juno," at Muscat,
14 July 1854.

— No. 21. —

EXTRACT of LETTER from *J. Ord, Esq.,* to *E. Hammond, Esq.;* dated
Litherland, near Liverpool, 6 March 1856.

No. 21.
J. Ord, Esq., to *E.*
Hammond, Esq.
6 March 1856.

I HAD the honour to receive duly your letter* of the 22d ultimo, relative to the protection of the natives on the Kooria Moorla Islands, and I am most happy to observe that the Earl of Clarendon has kindly taken measures for providing for the same, as those islanders are subject to frequent robberies by a piratical tribe from the adjacent coast, who carry off their little stock of rice, dried fish, and goats, leaving them almost in a state of starvation, to subsist upon fish only for many months.

* Page 23.

I ascertained those facts when at the islands in Her Majesty's ship "Juno." I found the natives quiet and inoffensive, and during my stay there I gained their confidence and goodwill, which I am anxious to maintain, and for which purpose I shall take with me a quantity of presents suited to their wants, and shall give them every reasonable assistance in my power.

I would therefore humbly and respectfully suggest, that one of Her Majesty's small vessels of war should be stationed at the islands, which would answer all the purposes required.

As the stormy season will have commenced before a ship could reach the islands from this country, the commencement of operations there will be delayed a little longer than I anticipated, and the first cargo will not leave the islands until September next, and will be rapidly succeeded by others; and should Her Majesty's Government deem it proper to send a small vessel of war to the islands, it would be desirable that the vessel should be there shortly after the subsiding of the stormy season, say in September or October.

I shall feel greatly obliged if you will communicate the matters to the Earl of Clarendon, and tender my best thanks to his Lordship for his prompt and considerate attention to my project through all its phases.

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I shall also thank you if you will lay before his Lordship, when convenient, the enclosed analysis of the samples of guano and phosphate of lime brought home by Captain Fremantle and myself, which I handed to my partner, Mr. Hindson, for analysis. They are most satisfactory, and in some instances equal to Peruvian guano; they severally contain from 67 to 88 per cent. of fertilising matter, and the latter per centage is equal to the best Peruvian, which also contains 88 per cent. of fertilising matter.

I shall go out well prepared to carry out the enterprise, and feel the fullest confidence in a general good result.

Encl. in No. 21.

Enclosure in No. 21.

18, Sweeting-street, Liverpool,
17 January 1856.

Dear Sir,

ANY of these guanos, of which I now beg to hand you analyses, would prove excellent fertilisers. My own leaning would be in favour of Nos. 1, 2, 3, 6 and 7, from the larger proportion of phosphates which they contain; but Nos. 4 and 5 would in all probability take best with consumers generally, owing to the prejudice in favour of much ammoniacal matter. These last samples would certainly be the most stimulating guanos, but the five kinds first referred to would be the most permanent in their effects, and in my opinion sufficiently stimulating to insure the early development of the crop to which it might be applied.

No. 8, which I have termed "phosphatic deposit," would be a good foundation for the manufacture of super-phosphate, or other compound manures, but would hardly do by itself as a manure, without being ground to a very fine powder, to enable its being distributed evenly over the ground.

Joseph Hindson, Esq.
North John-street.

I am, &c.
(signed) Geo. C. Huson, Analyst.

SAMPLES of GUANO, and "PHOSPHATIC DEPOSIT," received from Joseph Hindson, Esq.

	1.	2.	3.	4.	5.	6.	7.	8.
	4 Ammonia.	3½ Ammonia.	3 Ammonia.	6 Ammonia.	7 Ammonia.	3 Ammonia.	4 Ammonia.	
Azotised organic matter and salts of ammonia - - -	16	13	12	23	25	10	17	2
Phosphate of lime -	54	63	72	50	38	55	57	59
Fixed alkaline sulphates and muriates	7	5	4	8	5	3	4	6
Sulphate of lime -	0	0	0	0	0	8	0	6
Moisture - - -	10	11	6	12	12	6	10	6
Silica - - -	13	8	6	7	20	18	12	21
	100	100	100	100	100	100	100	100

Liverpool, 17 January 1856.

Geo. C. Huson, Analyst.

— No. 22. —

No. 22.

E. Hammond, Esq.,
to the Secretary to
the Admiralty.
13 March 1856.

COPY of LETTER from E. Hammond, Esq., to the Secretary to the Admiralty.

Sir,

Foreign Office, 13 March 1856.

I AM directed by the Earl of Clarendon to request that you will acquaint the Lords Commissioners of the Admiralty that the Secretary of State for the Colonial Department, having transmitted to him a copy of your letter of the 5th* of February, respecting the protection of the Kooria Moorla Islands, his Lordship communicated the substance of that letter to Captain Ord, the lessee of the Guano on the island.

I enclose

* Page 22.

I enclose a copy of my letter to Captain Ord, and of his reply; and I am to request that, in laying these papers before the Lords Commissioners of the Admiralty, you will state that Lord Clarendon considers that, if it is not inconsistent with the public service, it would be desirable that a vessel should visit the islands after the stormy weather ceases, to ascertain what success is likely to attend Captain Ord's operations, and to give him any protection he may stand in need of.

I am, &c.
(signed) *E. Hammond.*

— No. 23. —

COPY of LETTER from *T. Phinn, Esq.*, to *E. Hammond, Esq.*

Sir, •

Admiralty, 15 March 1856.

WITH reference to your letter of the 13th* instant, and to former correspondence respecting the protection of the Kooria Moorla Islands, stating that Lord Clarendon considers it would be desirable that a ship of war should visit those islands, if not inconsistent with the demands of the public service, I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of Lord Clarendon, that it is very unusual for a ship of Her Majesty's Navy to be employed on that part of the station, which is generally visited by the vessels of the East India Company.

I am, &c.
(signed) *Thos. Phinn.*

No. 23.
T. Phinn, Esq., to
E. Hammond, Esq.
15 March 1856.

* Page 26.

— No. 24. —

COPY of LETTER from *Sir C. E. Trevelyan* to *H. Merivale, Esq.*

Sir,

Treasury Chambers, 24 March 1856.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith, for the information of Mr. Secretary Labouchere, with reference to your letter of the 2d ultimo,† a copy of a letter from their Lordships' solicitor, dated 15th instant, with its enclosures in original, consisting of an indenture of licence which he has prepared, for granting to Mr. Ord the privilege of exporting guano from the Koorla Moorla Islands, and a bond providing for the performance of the conditions contained in that indenture.

I remain, &c.
(signed) *C. E. Trevelyan.*

No. 24.
Sir C. E. Trevelyan
to *H. Merivale,*
Esq.
24 March 1856.

† Page 19.

Enclosure.

Enclosure in No. 24.

Encl. in No. 24.

Sir,

Treasury, 15 March 1856.

MY Lords having been pleased to refer to me the enclosed papers from the Foreign Office, regarding a Royal licence proposed to be granted to Mr. Ord to export guano from the Koorla Moorla Islands, I beg to enclose an indenture of licence which I have prepared for granting to Mr. Ord the privileges intended, and a bond by himself and three sureties (of whose sufficiency I have satisfied myself) for the due performance of the conditions imposed on him by that indenture.

I am, &c.
(signed) *H. Reynolds.*

J. Wilson, Esq., M. P.

Sub-Enclosure 1 to Enclosure in No. 24.

Sub-Enclosure 1
to Encl. in No. 24.

THIS Indenture, made the 20th day of January 1856, between Her Most Gracious Majesty Queen VICTORIA of the first part, and *John Ord*, of Litherland, near Liverpool, in the county of Lancaster, late Master Mariner, and *Joseph Hindson* and *James Henshall Hayes*, both of Liverpool aforesaid, Merchants and Brokers, of the second part.

WHEREAS his Highness the Imam of Muscat hath ceded to Her said Majesty, Her heirs and successors, in full property and dominion, five islands in or near the Bay of Koorla Moorla, on the south coast of Arabia, denominated respectively Halaanee, Soda, Jiblee, Haski, and Ghurzoud, and being part of his said Highness's dominions: And whereas it

28 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

hath been represented to Her said Majesty that the three last-mentioned islands contain deposits of guano and other substances capable of being used for the manuring of land (all which substances are hereinafter included under the term of guano): And whereas the said John Ord, Joseph Hindson, and James Henshall Hayes have applied to Her said Majesty for leave and authority to appropriate and remove the said guano, which her said Majesty hath been pleased to grant, on the terms and under the conditions hereinafter mentioned: Now this Indenture witnesseth, that Her said Majesty hath granted, and doth hereby grant, to the said John Ord, Joseph Hindson, and James Henshall Hayes, their executors, administrators, and assigns (hereinafter called the parties of the second part), the sole and exclusive right, for the term of five years from the date of these presents, to raise and take away the said guano from the said three islands of Jibleea, Haski, and Ghurzoud, with permission to construct on the said islands all such sheds, huts, stores, jetties, or other works or buildings as may be requisite for that purpose. And this Indenture further witnesseth, that the said parties of the second part do hereby covenant and agree for themselves, their heirs, executors, administrators, and assigns, with and to Her said Majesty, Her heirs and successors, that all guano which shall be shipped from any of the said islands shall be taken direct to the port of Liverpool, or to some other port or ports in the United Kingdom which may hereafter be approved by Her said Majesty, at the request of the said parties of the second part, and shall be consigned to the said Joseph Hindson or to such other person or persons in the United Kingdom as may be approved by Her Majesty, on such request as aforesaid; and that the said parties of the second part, their heirs, executors, administrators, and assigns, some or one of them, shall pay to Her said Majesty a royalty of two shillings sterling for every ton of guano so shipped as aforesaid during the first two years, and four shillings sterling for every ton so shipped during the last three years of the term aforesaid, and that no such guano shall be landed from any ship until the said royalty shall have been paid on all the guano carried in such ship, according to the estimate of the principal officer of customs at the port of discharge (which estimate and payment, nevertheless, shall be subsequently adjusted according to the actual quantity of guano which, after the final discharge of the vessel, shall be found to have been on board). And further, that the said parties of the second part, their executors, administrators, and assigns, shall send in to one of Her Majesty's principal Secretaries of State separate accounts of the amount of guano shipped in each half-year of the said term, commencing from the date of these presents, so as to ensure (as far as may be practicable) that every such account shall reach the said Secretary of State within six calendar months of the expiration of the half-year to which it relates. And this Indenture further witnesseth, that in case any of the above covenants shall be broken or left unfulfilled, it shall be lawful for Her said Majesty, by notice, under the hand of one of Her Majesty's principal Secretaries of State, to be forwarded by post to all or any one of the said parties of the second part and published in the "London Gazette" within one week of the date thereof, to declare that on a day to be named in such notice, not being less than three calendar months after the date thereof, the licence and authority hereby granted to the said parties of the second part to raise and remove guano as aforesaid shall cease and determine, and such licence and authority shall accordingly cease and determine; and all sheds, huts, stores, jetties, and all other works and temporary buildings made by the said parties of the second part on any of the said islands, and all guano shipped therefrom after the day so named as aforesaid, shall be and become the property of Her Majesty. And it is hereby further agreed, that all expenses incurred in the preparation and execution of this Indenture, in carrying out the provisions thereof, shall be borne by the said parties of the second part, and that the opinion of the solicitor of Her Majesty's Treasury as to the amount of such expenses shall in all respects be final. In witness whereof, we, Thomas William Clinton Murdoch, Charles Alexander Wood, and Frederic Rogers, Her Majesty's Emigration Commissioners, have hereunto set our hands and seals, for and on behalf of Her Majesty; and the said John Ord, Joseph Hindson, and James Henshall Hayes have respectively hereto set their hands and seals the day and year first above written.

(signed) *T. W. C. Murdoch* (L.S.)
C. Alexander Wood (L.S.)
Frederic Rogers (L.S.)

Signed, sealed, and delivered by the said Thomas William Clinton Murdoch, Charles Alexander Wood, and Frederic Rogers, as such Emigration Commissioners as aforesaid, in the presence of

(signed) *Stephen Walcott*,
 Secretary to the said Emigration Commissioners.

(signed) *Jno. Ord* (L.S.)
Joseph Hindson (L.S.)
J. H. Hayes (L.S.)

Signed, sealed, and delivered by the said John Ord, Joseph Hindson, and James Henshall Hayes, in the presence of

(signed) *Geo. Stone*, Solicitor, Liverpool.
Bernard Byron, Clerk to Mr. Stone.

Sub-Enclosure 2 to Enclosure in No. 24.

Sub-Enclosure 2,
to Encl. in No. 24.

Know all men by these presents, that we, John Ord, of Litherland, near Liverpool, in the county of Lancaster, late master mariner, and Joseph Hindson, James Henshall Hayes, and Henry Case, all of Liverpool aforesaid, merchants and brokers, are held and firmly bound to Her most gracious Majesty Queen Victoria in the sum of 2,000 £, to be paid to Her said Majesty, Her heirs or successors, for which payment to be well and truly made we bind ourselves, and every of us, and any two or more of us, and the heirs, executors, and administrators of us, and of every of us, and of any two or more of us, and every of them, jointly and severally, firmly by these presents. Sealed with our seals. Dated this 20th day of February 1856.

Whereas by Indenture, bearing even date with the above-written bond, and made or expressed to be made between Her said Majesty of the first part and the above-bounden John Ord, Joseph Hindson, and James Henshall Hayes of the second part, and which indenture is signed and sealed on behalf of Her Majesty by Thomas William Clinton Murdoch, Charles Alexander Wood, and Frederic Rogers, Her Majesty's Emigration Commissioners: After reciting that his Highness the Imam of Muscat had ceded to Her said Majesty, Her heirs and successors, in full property and dominion, five islands, in or near the Bay of Kooria Mooraa, on the south coast of Arabia, denominated respectively Halaaneca, Soda, Jibleca, Haski, and Ghurzoud, and being part of his said Highness's dominions; and reciting that it had been represented to Her said Majesty that the three last-mentioned islands contained deposits of guano and other substances capable of being used for the manuring of land (all which substances were thereafter included under the term guano); and reciting that the said John Ord, Joseph Hindson, and James Henshall Hayes had applied to Her said Majesty for leave and authority to appropriate and remove the said guano, which Her said Majesty had been pleased to grant, on the terms and conditions thereafter mentioned: It is by the Indenture now in recital witnessed, that Her said Majesty did grant to the said John Ord, Joseph Hindson, and James Henshall Hayes, their executors, administrators, and assigns, thereafter called the parties of the second part, the sole and exclusive right, for the term of five years from the date of the said Indenture now in recital, to raise and take away the said guano from the said three islands of Jibleca, Haski, and Ghurzoud, with permission to construct on the said islands sheds, huts, jetties, and other buildings, as therein mentioned. And it was by the same Indenture further witnessed, that the said parties of the second part did thereby covenant and agree with and to Her said Majesty, Her heirs and successors, that all guano that should be shipped from any of the said islands should be taken direct to the port of Liverpool, or some other port or ports of the United Kingdom which might thereafter be approved by Her said Majesty, at the request of the said parties of the second part, and should be consigned to the said Joseph Hindson, or to such other person or persons in the United Kingdom as might be approved by Her said Majesty, on such request as aforesaid; and that the said parties of the second part should pay to Her said Majesty a royalty of 2s. sterling for every ton of guano shipped as aforesaid during the first two years, and 4s. sterling for every ton so shipped during the last three years of the term aforesaid; and that no such guano should be landed from any ship until the said royalty should have been paid on all the guano carried in such ship according to the estimate of the principal officer of customs at the port of discharge (which estimate and payment, nevertheless, should be subsequently adjusted according to the actual quantity of guano which, after the final discharge of the vessel, should be found to have been on board). And further, that the said parties of the second part should send in to one of Her Majesty's Secretaries of State separate accounts of the amount of guano shipped in each half-year of the said term, commencing from the date of the Indenture now in recital, so as to ensure (as far as might be practicable) that every such account should reach the said Secretary of State within six calendar months after the expiration of the half-year to which it related: Now the condition of the above-written bond or obligation is such, that if the said John Ord, Joseph Hindson, and James Henshall Hayes, some or one of them, their, or some or one of their executors, administrators, and assigns, do and shall well and truly observe, perform, and keep all and singular the conditions, covenants, and agreements in the said Indenture contained, and on their parts and behalves to be observed, performed, and kept, then the above-written bond or obligation shall be void, or else shall be and remain in full force and virtue.

(signed) *John Ord* (L. s.)
Joseph Hindson (L. s.)
J. H. Hayes (L. s.)

Signed, sealed, and delivered by the above-bounden John Ord, Joseph Hindson,
 and James Henshall Hayes, in the presence of

(signed) *Geo. Stone*, Solicitor, Liverpool.
Bernard Byron, Clerk to Mr. Stone.

(signed) *Henry Case* (L. s.)

Signed, sealed, and delivered by the above-bounden Henry Case, in the presence of

(signed) *Bernard Byron*.

— No. 25. —

No. 25.
E. Hammond, Esq.,
to Sir George
Clerk.
29 March 1856.

COPY of LETTER from *E. Hammond, Esq.*, to *Sir George Clerk*.

Foreign Office, 29 March 1856.

Sir,

WITH reference to the cession to Her Majesty by the Imam of Muscat of five islands situated in or near the Bay of Kooria Moorla, on the south coast of Arabia, I am directed by the Earl of Clarendon to acquaint you that a licence has, under certain conditions, been granted to Mr. Ord and others according to them for a space of five years the exclusive right to appropriate and remove the guano from three of those islands, named Jibleea, Haski, and Gharzoud, and a deed of cession to this effect has been drawn up and duly executed by the parties concerned, under the authority and supervision of the Treasury and Colonial Offices.

At the suggestion of Mr. Ord the Earl of Clarendon stated to the Lords of the Admiralty that it would be desirable, if consistent with the public service, that one of Her Majesty's vessels should visit these islands after the stormy weather had ceased, about September or October, with a view to ascertain what success is likely to attend Mr. Ord's operations, and to afford any protection that may be required either by Mr. Ord or by the natives of the islands; but the Lords of the Admiralty have replied, that although orders can be given for any vessel belonging to Her Majesty's cruisers passing that way to call at the islands for the purpose of reporting upon their state, it will be impossible for the naval officer on the station to undertake the general superintendence of the settlers or natives, as it is very unusual for Her Majesty's ships of war to be employed in those parts, which are so near to the course usually taken by the vessels of the East India Company in their constant visits to the Persian Gulf and the Red Sea, that they are generally visited by the vessels of that Company.

I am accordingly directed by the Earl of Clarendon to request that you will suggest to the Board of Commissioners for the Affairs of India, that, if not inconvenient, a vessel of the East India Company should visit the islands at the time suggested by Mr. Ord.

I am, &c.

(signed) *E. Hammond.*

— No. 26. —

No. 26.
T. F. Elliot, Esq.,
to Sir C. E.
Trevelyan.
5 April 1856.
* Page 27.

COPY of LETTER from *T. F. Elliot, Esq.*, to *Sir C. E. Trevelyan*.

Sir,

Downing-street, 5 April 1856.

WITH reference to your letter of the 24th ultimo,* enclosing the licence and bond executed by Mr. Ord and his sureties, under which they are allowed to import guano from three of the Kooria Moorla Islands, I am desired by Mr. Secretary Labouchere to state that, although your letter does not allude to the fact, he presumes that the Lords Commissioners of the Treasury will take the necessary steps for having the royalty on the guano which may be imported by these parties assessed and collected at the ports of discharge, as proposed in the licence.

I am, &c.

(signed) *T. F. Elliot.*

— No. 27. —

No. 27.
T. F. Elliot, Esq.,
to E. Hammond
Esq.
5 April 1856.
† Page 20.

COPY of LETTER from *T. F. Elliot, Esq.*, to *E. Hammond, Esq.*

Sir,

Downing-street, 5 April 1856.

WITH reference to the latter part of Mr. Merivale's letter of the 2d February last,† suggesting that Her Majesty's Consul at Zanzibar should receive the royalty to be levied on the guano which may be shipped by Mr. Ord at the Kooria Moorla Islands, I am directed by Mr. Secretary Labouchere to acquaint you, for the information of the Earl of Clarendon, that in lieu of that arrangement it has been decided that the officers of customs shall assess and receive the royalty at the ports of discharge in this country.

I am, &c.

(signed) *T. F. Elliot.*

— No. 28. —

COPY of LETTER from Sir George Clerk to E. Hammond, Esq.

No. 28.
Sir George Clerk
to E. Hammond,
Esq.
11 April 1856.

Sir,

India Board, 11 April 1856.

I AM directed by the Commissioners for the Affairs of India to inform you, that in compliance with the request of the Earl of Clarendon, conveyed in your letter of the 29th* ultimo, instructions will be sent to the Government of Bombay, in order that one of the vessels of the Indian navy may visit the Kooria Moorla Islands, as suggested by Captain Ord.

Page 30.

I am, &c.
(signed) George Clerk.

— No. 29. —

COPY of LETTER from E. Hammond, Esq., to J. Ord, Esq.

No. 29.
E. Hammond, Esq.,
to J. Ord, Esq.
14 April 1856.

Sir,

Foreign Office 14 April 1856.

WITH reference to my letter of the 22d of February last and to your reply of the 6th† ultimo, I am directed by the Earl of Clarendon to acquaint you that the Board of Commissioners for the Affairs of India have, at his Lordship's suggestion, issued instructions to the Government of Bombay to make arrangements in order that one of the vessels of the Indian navy may visit the Kooria Moorla Islands at the time mentioned by you.

† Page 25.

I am, &c.
(signed) E. Hammond.

— No. 30. —

COPY of LETTER from J. Ord, Esq., to E. Hammond, Esq.

No. 30.
J. Ord, Esq., to
E. Hammond, Esq.
26 April 1856.

Sir,

Crosby, near Liverpool, 26 April 1856.

I DULY received your esteemed favour of the 14th instant, informing me that, at the suggestion of the Earl of Clarendon, instructions have been sent to the Government of Bombay, that a vessel of the Indian navy may visit the Kooria Moorla Islands at the time mentioned by me in my letter of the 6th ultimo.

I beg in reply most respectfully to request that you will have the goodness to convey to the Earl of Clarendon my best thanks for the great services rendered me with regard to the Koorian Moorla project, and especially in obtaining me protection at the islands, as the matter is now known in commercial circles, and I have a certain knowledge that it was the intention of some parties in Liverpool to send out ships to the islands to load on their own account, on the strength of information they had obtained from me when chartering vessels from them.

We have already chartered two ships, the "Blenge" and the "Pakenham;" the former will sail from Liverpool on the 30th instant, and the latter from London on the 20th proximo, and other ships will follow as obtainable at moderate rates of freight.

My present intention is to proceed to the islands (*via* Egypt) in the latter part of June, so as to reach them by the 1st of September (the commencement of the fine weather season), and previous to leaving London I should be most happy of the honour of a short interview with his Excellency the Earl of Clarendon, that I may personally thank his Lordship for the great services accorded me, and I trust also to the agriculturists of this country.

I have, &c.
(signed) Jno. Ord.

32 CORRESPONDENCE RESPECTING A GRANT BY THE CROWN

— No. 31. —

No. 31.
E. Hammond, Esq.,
to H. Merivale,
Esq.
30 April 1856.
• Page 30.

COPY of LETTER from *E. Hammond, Esq.*, to *H. Merivale, Esq.*

Sir,
Foreign Office, 30 April 1856.
WITH reference to Mr. Elliot's letter of the 5th* instant, and to previous correspondence, relative to the licence granted, under certain conditions, to Mr. Ord and others to appropriate and remove guano from the Kooria Moorria Islands, I am directed by the Earl of Clarendon to transmit to you a draft of a despatch which his Lordship proposes, with the concurrence of Mr. Secretary Labouchere, to address to Her Majesty's Consul at Zanzibar, instructing him to communicate to the Imaum of Muscat the arrangements made with regard to levying the royalty on the guano shipped from those islands, and to repeat the readiness of Her Majesty's Government to share the royalty with the Imaum.

I am, &c.
(signed) *E. Hammond.*

Encl. in No. 31.

Enclosure in No. 31.

Sir,
Foreign Office, May 1856.
WITH reference to your despatch of the 15th of February 1854, relative to the five islands, situated in or near the Bay of Kooria Moorria, on the south part of Arabia, I have to acquaint you that a licence has, under certain conditions, been granted to Mr. Ord and others, according to them, for a term of five years, the exclusive right to appropriate and remove the guano from three of those islands, named Jiblea, Haski, and Gharzoad; and a deed of cession to this effect has been drawn up and duly executed by the parties concerned, under the authority and supervision of the Treasury and Colonial Offices. Captain Ord has consented to pay a royalty of 2s. per ton on all guano shipped during the first two years, and 4s. per ton after that period; and it has been arranged that this royalty shall be assessed and received by the officers of customs in this country.

With reference therefore to the communication which I instructed you to make to the Imaum, stating the readiness of Her Majesty's Government to share with his Highness the profits which might result from the sale of the guano in question, I have to instruct you to acquaint the Imaum with the arrangements which have been made in regard to levying the royalty, and to report the readiness of Her Majesty's Government to share it with his Highness.

At the suggestion of Mr. Ord, it has been arranged that one of the vessels of the East India Company shall visit these islands, after the stormy weather has ceased, about September or October, with a view to ascertain what success is likely to attend Mr. Ord's operations, and to afford any protection that may be required, either by Mr. Ord or by the natives of the islands, and the commander of that vessel will be instructed, if he can manage it without inconvenience, to call at Zanzibar, and to report to you the result of his inquiries.

Major Hamerton.

I have, &c.
(signed) _____

— No. 32. —

No. 32.
T. F. Elliot, Esq.,
to E. Hammond,
Esq.
14 May 1856.

COPY of LETTER from *T. F. Elliot, Esq.*, to *E. Hammond, Esq.*

Sir,
Downing-street, 14 May 1856.
IN answer to your letter of the 30th ultimo, I am directed by Mr. Secretary Labouchere to acquaint you, for the information of the Earl of Clarendon, that he concurs in the draft of the despatch which his Lordship proposes to address to Her Majesty's Consul at Zanzibar, respecting the arrangements made for dividing with the Imaum of Muscat the royalty to be received on the guano shipped by Mr. Ord from the Kooria Moorria Islands.

I am, &c.
(signed) *T. F. Elliot.*

No. 33.

COPY of the NOTICE published in the "London Gazette" of 15 July 1856, of the Licence granted to *J. Ord, J. Hindson, and J. H. Hayes, Esqrs.*

No. 33.
Licence granted to
*J. Ord, J. Hindson,
and J. H. Hayes,
Esqrs.*
15 July 1856.

Downing-street, 15 July 1856.

THE Queen has been pleased, by licence, dated 20th February 1856, to grant to John Ord, of Litherland, near Liverpool, late master mariner, Joseph Hindson, and James Henshall Hayes, of Liverpool, merchants and brokers, their executors, administrators, and assigns, the sole and exclusive right, for the term of five years from the date of such licence, to raise and take away guano, and other substances capable of being used in manuring land, from the three islands of Jibleea, Haski, and Ghurzoad, in or near the Bay of Kooria Mooraa, on the south coast of Arabia, and to construct all such works or buildings as may be necessary for that purpose, which said islands (with the islands of Halaanecca and Soda) were formerly part of the dominions of the Imaum of Muscat, and were by his Highness ceded to Her Majesty, Her heirs, and successors, in full property and dominion.

Note.—Further Papers on this subject will shortly be presented.

CORRESPONDENCE with the Colonial Office respecting a Grant made by the Crown to raise and take away GUANO from the Islands of *Jiblee*, *Hushie*, and *Ghwrzoad*, on the South Coast of *Arabia*; and, of the LICENCE under which the Grant has been made.

(*Sir James Duke.*)

*Ordered, by The House of Commons, to be Printed,
8 June 1857.*



MAURITIUS.



RETURN to an ADDRESS of the Honourable The House of Commons,
dated 6 February 1840;—*for*,

— 1. —

Copies of DESPATCH from Sir *William Nicolay*, of the 4th day of May 1839,
on the subject of Free Labour in the Mauritius.

— 2. —

Of DESPATCH from Sir *William Nicolay*, of the 21st day of May 1839,
transmitting a Memorial from sundry Inhabitants of the Mauritius,
addressed to The Queen, praying the removal of Restrictions upon the
Introduction of Free Labourers from India and elsewhere.

— 3. —

Of a LETTER from Mr. *Barclay*, of the 20th day of September 1839, enclosing
Documents relative to the feeling of the Inhabitants of Mauritius, on the
subject of the Introduction of Indian Labourers.

Colonial Department, Downing-street, }
7 February 1840.

R. VERNON SMITH.

(*Mr. Vernon Smith.*)

Ordered, by The House of Commons, to be Printed,
7 February 1840.

[*Price 10 d.*]

L I S T.

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C O R R E S P O N D E N C E
RESPECTING THE EMPLOYMENT OF
INDIAN LABOURERS IN THE MAURITIUS.

— No. 1. —

(No. 57.)

COPY of a DESPATCH from Sir *William Nicolay* to Lord *Glenelg*.

My Lord,

Mauritius, 4 May 1839.

A MONTH having now elapsed since the prædial apprentices in this colony were entirely liberated, in pursuance of the Order of Her Majesty in Council, dated 5th November last, I conceive that your Lordship will be anxious to know what effect that change has, as yet, produced.

A great number of large sugar estates have been almost wholly abandoned by the former apprentices, many of whom acknowledge that they were perfectly satisfied with the treatment they had received from their masters, but that they wish for a more easy life than that to which they had been accustomed; and though they seem, pretty generally I believe, to be sensible of the necessity of turning to some kind of work, in order to support themselves and their families, it is but natural to suppose that a large proportion of them will seek to attain that end with the least possible labour. It will also be readily conceived that there is, with many of them, a predilection for establishing themselves in particular parts of the island, owing to their comparative local advantages over others, and this circumstance alone may account, in great measure, for the almost complete desertion of certain districts.

The conduct of the late apprentices, speaking of them in the mass, has been in a most extraordinary degree quiet and orderly. There is, however, as was to be expected, a visible increase of certain crimes, such as theft, pillage, and devastation of property, to the serious injury of individuals; and as these depredations are, for the most part, committed at night, it is extremely difficult to detect the offenders.

I am inclined to think that when the excitement occasioned by the late change shall have in some degree subsided, many of the former apprentices will return to work, either with their old masters, or on the estates of other persons; but after all, there will unquestionably be an enormous decrease, as to the total amount of agricultural labour. Of the late female apprentices, it is to be expected that none, or at any rate but very few, will return to employment of that nature. This great deficiency of labour must, of course, press most severely upon several of the proprietors of sugar plantations of the first magnitude; and unfortunately the loss cannot, under the existing laws and regulations, be replaced by the introduction of free labourers from India.

In this state of affairs I have been appealed to from all quarters, under the notion that I could provide some immediate relief.

I have been earnestly solicited by several of the inhabitants to permit the introduction of labourers from Madagascar; but to this there appear to me to be very serious objections. In the first place there is every reason to believe, from circumstances which have recently occurred, that the authorities of Madagascar would not allow the natives of that country to quit it at their own pleasure; and I therefore do not see how labourers, in any considerable number, could be procured there, except by some illicit traffic. Many might possibly embark clandestinely, and reach Mauritius; but suppose that it should become hereafter necessary, for the tranquillity of this colony, or any other just cause, to send them back to Madagascar, their fate would be inevitable destruction.

I might here add, that even in the interest of the Mauritius proprietors themselves, this scheme would never answer; since no agreement, entered into at Madagascar, for the purpose of securing the services of any of the natives would be valid, and after their arrival here, at considerable expense, the contract of service could only be for one year.

Again, some of the inhabitants have expressed to me the opinion that, in the event of persons, to whatever country belonging, coming to Mauritius to

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seek employment, a due regard for the vital interests of the colony, especially the agricultural part, would justify the passing of a local Ordinance for extending the term at present prescribed for contracts of service; that is, in fact, a local enactment to supersede the Order of the Queen in Council.

I need not say that this suggestion is quite out of question; and I have, with some difficulty, made it understood that, even could I possibly (in concert with the Council of Government) so far commit myself, no agreement made under such Ordinance, in direct repugnance to the Order in Council, could be enforced.

Most fully do I enter into the feelings of all those who, for want of the actual means of cultivating their property, must necessarily be reduced to great distress; and, as far as can lawfully be done, I feel the utmost anxiety to resort to any measure that might tend to afford them relief; more ought not to be expected from me.

I will here express my sanguine hope, that the prohibition which at present exists in India to the voluntary emigration of free labourers from that country, will, as relates to Mauritius, be speedily removed; and that Her Majesty's Government will likewise consider it expedient to extend the term for which contracts of service may be made with that class of persons on their arriving here.

I understand that a memorial to the same effect, from a large portion of the inhabitants of this colony, is in preparation. In the course of a few days, therefore, I shall have the honour to address your Lordship more fully upon this subject; and I trust that I shall be able to satisfy your Lordship that the measures to which I have just adverted, and which most essentially concern the interests of this colony, may, under proper regulations, be adopted with the most perfect safety.

I have, &c.
(signed) *William Nicolay.*

No. 2.

— No. 2. —

(No. 62.)

Copy of a DESPATCH from Sir *William Nicolay* to Lord *Glenelg*.

My Lord,

Mauritius, 21 May 1839.

In the concluding part of my despatch of the 4th instant, No. 57, I informed your Lordship that there was in preparation a memorial from a large body of the inhabitants of this colony, relative to the prohibition which at present exists to the introduction of free labourers from India.

No
18 May 1839.

I have now the honour to transmit a petition upon that subject, addressed to Her Majesty, but which goes further than I had expected; inasmuch as the petitioners solicit to be allowed to introduce labourers from other places as well as from India.

I am not aware that there is any other British settlement from which persons of this description could be procured; and the introduction from foreign countries appears to me to be open to many objections, some of which I have already pointed out to your Lordship, in reference to the proposal for introducing labourers from Madagascar.

But, as far as relates to India, I beg leave most earnestly to recommend the prayer of the petitioners to your Lordship's favourable consideration.

Enclosed are copies (in continuation of my former reports) of the correspondence that has passed with regard to the Indian labourers who had arrived at Mauritius.

No. 2, Bengal.
No. 3, Madras.
Vide Corr. per J.
nce, ordered to be
printed. 2 March
1838, No

It was suggested to me by the Government of India, in a communication dated 11th July 1838, that it would be desirable that a committee should be appointed here to inquire into the condition and treatment of those Indians. See page 10, of Enclosure, No. 2.—In reply (page 13), it was intimated that I fully concurred in the suggestion; and I moreover recommended that some officers should be sent from India to join the committee. This was, however, declined (pa. 44). In the interim, in order to commence the inquiry, I appointed a committee composed as follows:—

Mr. Campbell, a gentleman well acquainted with the languages and habits of the native Indians, and a special justice in each district; and with them were associated

INDIAN LABOURERS IN THE MAURITIUS.

associated three officers belonging to the India service, who happened to be at Mauritius. MAU

At page 15 will be found the instructions given to the committee, followed by detailed reports of the investigation in numerous cases. With respect to some of them at Port Louis, there was a considerable difference of opinion, between Special Justice Anderson and the other members, as to the treatment which the labourers had received from their employers, and which does certainly not appear to have been sufficiently noticed.

The correspondence upon this subject will be found between pages 35 and 42.

It is impossible to suppose that there should not have been some instances of improper treatment and failure of contracts; but I am confident that, upon the whole, the result of the inquiry will be considered to be highly satisfactory.

That very nefarious practices have been resorted to, in many instances, in order to procure labourers for embarkation for this island, is beyond all doubt, and many have been sent hither who, on their arrival, have been found to be unequal to any labour whatever. Of this, a strong proof is detailed in Enclosure, No. 4, with regard to a large number of labourers who were engaged in India to be employed in this colony, upon an estate belonging to Mr. Merven, whose treatment of those unfortunate persons entitles him to much commendation.

The remedy for the very serious evils of which I here complain can, however, be found only in India; and I entertain the firm belief that efficient measures for that purpose will be adopted by that government. That being done, the Indians who may arrive here will be protected by strong laws and regulations, which I am persuaded will be duly enforced by the stipendiary magistrates, under whose jurisdiction they now fall.

I will likewise here observe that the proximity of this island to the Indian settlements, and the constant communication between the two countries are circumstances peculiarly favourable, especially as affording the authorities, in India the means of ascertaining from time to time the true condition of the emigrants from that country who may be employed here.

Upon a fair view, therefore, derived from past experience with respect to the general condition and treatment of the Indian labourers already employed in this colony, and considering that the introduction of that class of labourers, to a far greater extent, would prove of the highest advantage to the colony at large, and even rescue many individuals from almost total ruin, I trust your Lordship will be pleased to recommend the removal of all prohibition to the emigration of Indians who may be desirous to seek employment at Mauritius; and also that the period for the contracts for service after arrival here may, as relates to them, be extended as solicited by the subscribers to the petition addressed to Her Majesty.

I have, &c.

(signed) *William Nicolay.*

Enclosure 1, in No. 2.

To the Queen's Most Excellent Majesty in Council.

The humble Petition of Your Majesty's faithful Subjects, the undersigned Planters, Merchants, Traders, and other Inhabitants of Your Majesty's Island of Mauritius, Encl. 1, in No. 2.
Sheweth,

THAT your memorialists are all, either directly or indirectly, engaged, or otherwise interested in the cultivation of sugar, the staple produce of the colony, and the only article of commerce which is the growth of its soil, so that the fortune of every single individual depends entirely on the success and extent of its culture:

That the quantity produced is very considerable, having annually averaged 34,000 tons during the last 10 years:

That an immense amount of British capital has been invested in the manufacture of sugar, which has increased the produce very materially, the quantity manufactured during the 10 years previous to 1829 having been only 16,000 tons:

That such of your memorialists as are land-owners have, within these last four years, caused to be brought from British India, in British vessels, upwards of 20,000 native Indian labourers, who are now employed upon their estates, at double the wages usually paid to them in India, in the cultivation of sugar, their period of engagement being for five years, at the expiration of which, by the terms of contract, they are secured a free passage back to their own country:

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That these labourers were engaged in India, under written engagements in English and the native languages, subscribed before the British magistrates there by each individual, to whom the contract of hiring was fully explained, and, on their arrival in this colony, such agreements were deposited with the police magistrates here, and the labourers mustered, and individually inspected by a Government medical officer, previously to their being transferred to the estates for which they were respectively engaged :

That the said Indian agricultural labourers are well fed, well treated, and regularly paid their wages ; they are contented and industrious, and many of them well disposed to remain altogether and settle in the island after the termination of their temporary engagements, all which is proved by the papers transmitted from this island to the Secretary of State for the Colonial Department, and printed by order of Parliament :

That your memorialists, relying with entire confidence on continuing to obtain as many Indian labourers as they might require, have in many instances made considerable purchases of land, machinery, cattle, and agricultural implements, and have erected extensive buildings, with the object of increasing their plantations, and producing a greater quantity of sugar, in which they have incurred a very heavy expense :

That your memorialists have been struck with alarm and dismay by a recent Order of Your Majesty in Council, of the 7th of September 1838, intituled, "An Order for regulating the relative Rights and Duties of Masters and Servants," in this and other colonies ; in which it is enacted that no future contract shall be of validity, unless made within the island, and that no contract shall remain in force for a longer period than 12 months :

Your memorialists humbly submit that these provisions of the said Order in Council of the 7th of September 1838, are tantamount to the total prohibition of the faculty of importing labourers from India to this colony, from the certain expense which would be incurred in bringing workmen from India to this, without any certainty that they would enter into engagements when here, and that even did they do so, such engagements would only be binding for 12 months, a period much too short to compensate for the expense of introduction, situated as your memorialists are in an island so distant from India ; a period also too short for the labourer, who, in leaving his own country for one so distant, naturally looks for a proportionate length in the duration of his contract :

That the other provisions of Your Majesty's said Order in Council most scrupulously and minutely provide for the maintenance of the rights and interests of all labourers in this island, and for the immediate and effectual redress of their grievances, should any such exist, as has been ineffectually attempted to be shown by parties whose interest is in direct opposition to that of Your Majesty's loyal subjects of Mauritius :

That the climate of this island is well known to be very salubrious and congenial to the constitution of the native Indian :

That your memorialists having been deprived of the services, for 22 months, of the entire negro agricultural population, by their sudden and premature emancipation, find themselves placed in imminent peril of losing a great portion of the produce of their properties, from the actual and immediate want of hands to gather the crops, as all the negro women, and the greater part of the negro men have deserted the estates, their services, your memorialists greatly fear, being for the future lost to agriculture :

Inasmuch, therefore, as the introduction of Indian labourers into this island must be beneficial to India, by not only ridding her of her superabundant population, but by providing her with a future supply of workmen, who will have acquired here a competent skill and knowledge in the cultivation and manipulation of the sugar cane ; as their emigration here is unquestionably advantageous to themselves, by their procuring higher wages, in a climate more healthy than their own, and by their removal from a country where, under the Hindu and Mahomedan law, some degree of qualified slavery is still supposed to exist, to an island from whence its last vestige has for ever disappeared ; as the supply of labour from India for this colony must benefit the empire at large, by the increase of the produce of sugar, and consequent augmentation to an immense amount in the custom dues on its importation to the ports of Great Britain, and, lastly, as the sudden suppression of the supply of manual labour from India, coming at the same critical moment with the equally sudden suppression of the negro apprenticeship, must work the total ruin of your memorialists, striking a death blow to the commercial and agricultural prosperity of this important island : your petitioners therefore humbly pray, that Your Majesty will be graciously pleased to take this their humble representation into Your Majesty's royal consideration, and thereupon, by an Order of Your Majesty in Council, to direct and order, that so much of Your Majesty's said Order in Council of the 7th of September 1838, as prohibits contracts of hiring and service made out of the colony, and limits their duration, as well as that of all such contracts as are made within the colony, to a period of twelve months only, may be repealed and modified, so as to permit and allow your petitioners by themselves, or their agents in British India, or in any other place, either within or without the colony of Mauritius, to engage and contract for the hiring and service, within this island, of any labourers, workmen, or other persons as may be willing to enter into such contracts of hiring, for the purpose of being employed in agricultural and other manual labour on the estates of your petitioners in this colony, for any period that may be mutually agreed on, not exceeding five years : provided always, that every such agreement be made in writing, and signed by the two contracting parties in the presence and with the consent and approbation of some one of Your Majesty's justices of the peace, or other magistrate at the place where such contract of hiring and service shall be made and entered into, and subject to the revision of every such contract, if it shall be made to appear, to the satisfaction of any three of Your Majesty's stipendiary justices of the peace

For Order in
Council, 7 Sept.
1838 vide Papers
relative to the
West Indies 1839,
Part I. p. 7

peace in this colony, in petty session assembled, that any such labourer, workman, or other person has been induced to enter into any such contract by any misrepresentation, deception, or concealment, and subject to such other rules and regulations as to the wisdom of Your Majesty in Council may seem fit and proper, and your petitioners as in duty bound will ever pray.

(100 Signatures.)

Mauritius, 18 May 1839.

Gentlemen,

Colonial Secretary's Office, 20 May 1839.

1. His Excellency the Governor directs me to acknowledge the receipt of the petition to Her Majesty the Queen, under date the 18th instant, for a renewal of the permission to introduce Indian labourers, and for certain modifications in Her Majesty's Order in Council of the 7th September 1838, relative to masters and servants.

2. His Excellency will have much satisfaction in forwarding the memorial, by an early opportunity, to the Right honourable the Secretary of State for presentation to Her Majesty, and in recommending the prayer of it to most favourable consideration, so far as regards Indians.

Messrs. Hunter, Arbuthnot & Co.

I have, &c.
(signed) *Geo. F. Dick*,
Colonial Secretary.

Enclosure 2, in No. 2.

CONTINUATION of the CORRESPONDENCE with the Bengal Government relative to INDIAN LABOURERS.

The Secretary to Government, Fort William.

Sir,

Colonial Secretary's Office, 30 September 1837.

1. I HAVE the direction of his Excellency Lieutenant-general Sir William Nicolay to acknowledge the receipt of your letter of the 7th June last, communicating copies of an enactment passed by the Legislative Council of India, for the better protection of natives emigrating from the territories subject to the Bengal Presidency. Encl. 2, in No.

2. The enactment in question has been published for general information in this island, and I have been directed to request that you will offer to the Right honourable the Governor-general of India in Council the assurances of his Excellency Sir William Nicolay, that he will continue to take the same lively interest as hitherto in the well-being of such of the natives of India as may emigrate to Mauritius; and will be entirely disposed to co-operate with the Indian Governments in affording to them that protection which it is the object of the recent enactment to secure.

I have, &c.
(signed) *G. F. Dick*, Col. Sec.

To the Secretary to the Bengal Government.

Sir,

Colonial Secretary's Office, 19 December 1837.

I HAVE the directions of his Excellency the Governor of Mauritius to apprise you, for the information of the Supreme Government of India, that the ship *Mary Anne*, which left Calcutta on the 3d October last, with 52 Indian labourers, under engagements to serve in this island, arrived here on the 25th ult., but without having any medical attendant on board, as is required by the regulations in force at ports within the limits of British India.

I have, &c.
(signed) *G. F. Dick*, Colonial Sec.

G. F. Dick, Esq. Secretary to the Government of Mauritius.

Sir,

Fort William, 27 June 1838.

I AM directed by the Honourable the Deputy Governor of Bengal to transmit to you, for the purpose of being laid before his Excellency the Governor of Mauritius, the accompanying copy of a letter from the superintendent Calcutta police, dated the 25th instant, and of its enclosure, and to state that the Deputy Governor inclines to look upon it as a necessary check that the Government should be informed of the return of any labourers who have been shipped at Calcutta under permit, especially when they are re-embarked at

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Mauritius for alleged misconduct. If the individuals be not kept in sight in their several embarkations on board ship, it is impossible to have any security as to what may be their fate after leaving the island of Mauritius.

I have, &c.
(signed) *F. H. Prinsep*,
Sec. to the Government of Bengal.

To *H. T. Prinsep*, Esq., Secretary to Government of India.

Sir,

Calcutta, 25 June 1838.

I HAVE the honour to forward copy of a letter received on Saturday evening from Captain Finnis, chief commissary of police, Port Louis, for submission to Government.

I have, &c.
(signed) *F. H. Birch*,
Superintendent Calcutta Police.

Captain *Birch*, Superintendent of Police.

Sir,

Police Department, Port Louis, 23 May 1838.

I HAVE the honour to acknowledge the receipt of your letter of the 13th of February, with its several enclosures, for which I beg to return you my best thanks.

Nothing of moment has occurred since I last wrote you, and I have only to mention the impossibility of sending you returns of the Indians who are sent back for misconduct, it is so difficult to get the masters to arrange for their passage till the last moment of the vessel's sailing, and she has generally sailed before I can ascertain what men are really gone.

There is, however, one thing I must mention, that no Indian labourer is ever sent away without his own consent being freely given and recorded in this office, and if in any case he refuses it, the matter is submitted to the proper magistrate, who cancels the engagement. Every attention is paid at this office to any claims they may set up for wages or otherwise, so that any claim they may prefer in India must be groundless.

The description of men now arriving is better than formerly; scarcely any complaints are made of ill-treatment during the passage, and their general appearance is healthier.

I have, &c.
(signed) *John Finnis*,
Chief Commissary of Police.

To *G. F. Dick*, Esq., Colonial Secretary, Mauritius.

Sir,

Fort William, 11 July 1838.

I AM directed to transmit to you, for the information of his Excellency the Governor of Mauritius, the accompanying copy of a resolution this day passed by the Honourable the President of the Council of India in council, relative to the exportation of Indian labourers, and to request that his Excellency will, in order to satisfy the Government and the public of India as to the condition of the Indian labourers who have been exported to Mauritius, allow a committee to be appointed in the manner and for the purposes recommended, and favour the Honourable the President in Council with a copy of the report that may be obtained from the committee.

I have, &c.
(signed) *F. H. Prinsep*,
Secretary to the Government of India.

EXTRACT from the Proceedings of the Honourable the President in Council in the General Department, under date the 11th July 1838.

Read letter from the Secretary to the Government of Bengal, dated the 6th June, enclosing a letter from the superintendent of Indian labourers, and the copy of a reply written to that officer, declining to grant further passes for the exportation of Coolies to the West Indies.

Read a minute by the Honourable W. W. Bird, Esq., dated the 2d instant, and concurred in by the Honourable Colonel W. Morison.

Resolution:

The Honourable the President in Council entirely approves the orders passed by the deputy-governor of Bengal, for suspending the grant of permits for the further transportation of Indian labourers to the West Indies pending the inquiry about to be instituted by the

the Legislature of Great Britain into the expediency of encouraging the emigration of Indian labourers to those colonies.

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The President in Council is further of opinion that the governments of Fort St. George and Bombay should be desired similarly to refuse permits for the embarkation of Indian labourers on vessels clearing out for any port in the West Indies. With reference, however, to circumstances which have recently transpired, and which afford ground for apprehending that the methods adopted for procuring labourers to engage for service in colonies and places beyond sea are productive of serious frauds, and have led to much oppression, and that the system is a source of injury and abuse, rather than of benefit to the labourers, in the form in which it is at present carried on, the President in Council is of opinion that committees should be formed at each presidency to ascertain the nature and extent of the abuses which have prevailed, and to advise Government as to the best means of preventing their recurrence.

His Honor in Council further is of opinion, that it may advantageously be suggested to his Excellency the Governor of Mauritius, and to the governments of any other colonies to which Indian labourers have been extensively carried, to appoint committees, including one or more Indian civil or military servants, or other persons residing there, who may be able to communicate personally with the labourers, in order to ascertain whether they are contented with their lot, and satisfied with the manner in which the contract with them has in general been fulfilled by the parties to whom they have been consigned, and for whom their services were engaged; also specifically to report on the facilities afforded for return when, upon expiry of the contract, or from the labourers' inability to work through sickness, accident, or any other cause, they may be entitled to a free passage back to India.

It also appears to the President in Council that the ascertainment of the treatment of the labourers on board ship is a part of the subject that belongs to the authorities at the ports of destination, and that the attention of the governments of the colonies to which labourers have been conveyed may fitly be requested to the expediency of instructing any local committee that may be appointed to inquire into that branch of the subject.

Copies of the rules established for the grant of permits in Bengal should be furnished to all the committees, in aid of their consideration of the subject.

(True copy.)

signed) *F. H. Prinsep,*
Secretary to Government of India.

To the Secretary to the Bengal Government.

Sir,

Colonial Secretary's Office, 18 August 1838.

1. His Excellency the Governor, Sir William Nicolay, directs me to transmit to you, for the information of the Supreme Government of India, the enclosed lists of casualties among the Indian labourers embarked on board the ships *Lancier* and *Indian Oak*, during the voyage from Calcutta to this island, in order that the Right honourable the Governor-general in Council may cause such inquiry to be made as may appear necessary, with a view to ascertain the cause of so many of these men having thrown themselves overboard after leaving Calcutta.

2. Much difficulty has arisen, after the arrival of the Indian labourers at this port, in adjusting the advances made to them previously to their embarkation at Calcutta, and I have been directed to submit the expediency of some regulations being established by the Supreme Government, in order to restrict the advance of wages within a limited period, (not to exceed, if possible, a period which may lapse during the voyage, or at the utmost three months,) so that the labourers, instead of finding themselves with several months' advance of wages to work out on their arrival here, may at once, or at least much earlier than at present, come into the receipt of wages for their labour, and thus be enabled to provide themselves with such comforts as they may require previously to their proceeding to the different estates on which they are to be employed.

3. A regulation of this kind seems to be urgently called for in the interests of the labourers, for, whatever may be the amount advanced to them in India, few of them reserve any portion of it to provide for their wants on their arrival here, and they are consequently, under the existing system, left entirely dependent on their employers, until they shall have worked out the period for which their wages have been paid in advance.

4. I have further been instructed to request that you will draw the attention of the Supreme Government to the propriety of withholding permission for the embarkation of Indians for this island, unless the governor's authority for their introduction here shall have been produced to the authorities in India.

I have, &c.
(signed) *G. F. Dick,*
Colonial Secretary.

AURITIUS.

The Honourable *G. F. Dick*, Esq., Colonial Secretary.

Sir,

Police Department, Port Louis, 21 July 1838.

Bahadors, No. 26½.
 Canaye, No. 120.
 Shookun, No. 141.
 Passum, No. 31.
 Tooracoceen,
 No. 121.

I HAVE the honour to enclose you copies of three "Procès Verbaux," drawn out by the captain and officers of the "Lancier," respecting five Indians, who are supposed to have thrown themselves overboard, three of them very early after leaving land.

I have thought it right to transmit copies also to Captain Birch for the information of the relations of the deceased, as also that inquiry may be made as to the manner in which these individuals were engaged in Calcutta, it appearing singular that they should, at so early a period, have had recourse to so desperate a resolution.

I have also directed inquiry to be made here amongst the Indians who came down in the same vessel, as they had been distributed before I was aware of these circumstances.

I have, &c.

(signed) *John Finnis*,
 Chief Commissary of Police.

A Bord du Lancier, Capitaine *Aubin*, à Culpee, Rivière de Calcutta.

Le 11 Mai 1838.

Nous soussignés, capitaine, officiers et équipage du trois mats barque "Lancier," certifions que le dix Mai, mil huit cent trente huit, ayant compté les Indiens passagers, en présence des huit gardes envoyés pour les surveiller, et de l'équipage, nous nous sommes aperçus que les nommés Shookun, (No. 141), Possum, (No. 31), et Iooracveen, (No. 131,) laboureurs, envoyés à Maurice par Messieurs Tiron et Pandelé de Calcutta, manquaient. Nous croyons que ces hommes se sont jetés la nuit à la mer pour tâcher d'attraper la terre, malgré toutes les surveillances possibles.

En foi de quoi nous avons signé le présent procès verbal, fait en duplicata, pour servir à qui de droit.

(signé)	<i>Aubin.</i>	<i>Joub Toris.</i>
	<i>Réal.</i>	<i>Antoine (Maître.)</i>
	<i>B. Finch.</i>	<i>Riacé (Soucany.)</i>
	<i>Andres Astudilis.</i>	

(A true copy.)

(signed) *John Finnis*,
 Chief Commissary of Police.

A Bord du Lancier, Capitaine *Aubin*, par la latitude 20° 10' N. et longitude 88° 45' Est.

Le 13 Mai 1838.

Nous soussignés, capitaine, officiers et équipage du trois mats barque "Lancier," certifions que le treize Mai, mil huit cent trente huit, à quatre heures et demie du matin, ventant belle brise de S. S. O., la mer très grosse, le nommé "Canaye," Indien laboureur (No. 120), envoyé à Maurice par Messieurs Tiron et Pandelé de Calcutta, s'est jeté à la mer, et ayant été englouti de suite, nous n'avons pu lui porter secours.

Cet homme avait déjà voulu se jeter à l'eau en rivière de Calcutta, on l'en avait empêché, et mis au fer; ayant quitté le pilote, et ne voyant plus la terre, on l'avait relâché.

En foi de quoi nous avons signé le procès verbal, fait en duplicata, pour servir à qui de droit.

(signé)	<i>Aubin.</i>	<i>J. Toris.</i>
	<i>Réal.</i>	<i>Antoine (Maître.)</i>
	<i>B. Finch.</i>	<i>Ignace (Soucanis.)</i>
	<i>Andres Astudilis.</i>	

(A true copy.)

(signed) *John Finnis*,
 Chief Commissary of Police.

A Bord du Lancier, Capitaine *Aubin*, en Rade de Calcutta.

Le 2 Mai 1838.

Nous soussignés, capitaine, officiers et équipage du trois mats barque "Lancier," certifions que le deux Mai, mil huit cent trente huit, ventant forte brise de S. O., le nommé "Bahadou" indien laboureur, (No. 26½), envoyé à Maurice par Messieurs Tiron & Pandelé de Calcutta, étant à la Poulenne, est tombé à l'eau, et ayant coulé de suite par force du courant, nous n'avons pu le secourir.

En

En foi de quoi nous savons signé le présent procès verbal, fait en duplicata, pour servir à qui de droit.

MAURITIUS.

(signé) Aubin. J. Toris.
Réal. Antoine (Maître.)
B. Finch. Niace (Soucany.)
Andres Astudilis.

(A true copy.)

(signed) John Finniss,
Chief Commissary of Police.

The Honourable G. F. Dick, Esq., Colonial Secretary.

Sir,

Police Department, Port Louis, 8 August 1838.

I HAVE the honour to enclose, for submission to his Excellency the Governor, copy of a list of casualties amongst the Indian labourers, recently arrived by the Indian Oak, from which it appears that ten of them jumped overboard on leaving Calcutta.

A copy has been sent to Captain Birch.

I have, &c.
(signed) John Finniss,
Chief Commissary of Police.

June 3d, 1838, 3 P. M.—(Cooley Bazam.) Ten men jumped overboard; nine were brought back by the boats, the other missing; supposed to have sunk under the ship's stern.

June 7th, 1838, 30 P. M.—(Sanger Roads.) A man was observed swimming from the ships; cleared away a boat, but being of opinion that the lives of the boat's crew would be endangered by sending her away in a strong flood tide, and S. W. breeze during a dark night, did not lower her.

Neither of these men's names are known; the latter supposed to be "Secree."

June 9th, 1838.—(Alsten.) One of the coolies, named Dullat, reported to have fallen overboard during the night, having left his wife at 11 P. M. to go on deck; since which he has not been seen. The weather was boisterous during the night.

August 5th, 1 A. M. One of the coolies, named Comollie, died from the effects of chronic dysentery. 11 A. M. Sent his body outside the Bell buoy, and sunk it.

(signed) R. Rayne.

(A true copy.)

(signed) John Finniss,
Chief Commissary of Police.

To the Chief Secretary to Government, Bengal.

Sir,

Colonial Secretary's Office, 12 September 1838.

1. I HAVE had the honour to receive and to lay before his Excellency the Governor of Mauritius your letter of the 11th July last, giving cover to the copy of a resolution passed by the President of the Council of India in Council relative to the emigration of Indian labourers; and requesting that, in order to satisfy the Government and the public of India as to the condition of the Indian labourers who have been brought to Mauritius, his Excellency would allow a committee to be appointed, for the purpose of inquiring into and reporting upon the several points on which his Honor the President in Council is desirous of possessing information.

2. In reply, I have been directed to request that you will assure the Supreme Government of India, that, as the protection of the Indian labourers has been an object of the Governor's most anxious solicitude ever since their first introduction into Mauritius, so his Excellency will be ready to afford to the Government and public of India the fullest and most ample information on all points connected with the state and condition of the Indian labourers who have emigrated to this colony; and that his Excellency will proceed to institute inquiries into this subject in the manner, and by the means within his reach, best calculated to lead to an ascertainment of their real sentiments and feelings with respect to their treatment here.

3. From the feeling that appears to prevail in Calcutta respecting the treatment of the Indian emigrants here, and the misstatements put forth at the public meeting recently held there on this subject, his Excellency cannot venture to hope that any inquiry conducted by the local authorities, in conjunction with any of the servants of the East India Company who may by chance visit this colony, will be held, by those who agitate the question in Bengal, to be either satisfactory or convincing; and it would, therefore, be more agreeable to his Excellency the Governor, and would doubtless be more satisfactory to the Government of India, that such an inquiry should take place in the presence of persons selected

MAURITIUS.

by the Government of India expressly for this purpose, and unconnected, even by a short previous residence, with this colony. His Excellency would, therefore, recommend, that one or more officers of the Indian Government, possessing a thorough knowledge of the native languages of Bengal and Madras, should be appointed in India, and be sent down here, for the purpose of making, in conjunction with the local authorities, these and all other such inquiries with regard to the Indian emigrants as may satisfy the Government of India as to their true position in Mauritius.

4. His Excellency desires me to express his entire confidence that the result of such an inquiry cannot fail to prove highly satisfactory as to the state and condition of the Indian labourers generally; and, moreover, will furnish the Indian Government with such full and detailed information on the subject, as will enable them to form a correct judgment as to whether these people are contented with their lot, and satisfied with their general mode of treatment in this colony, which his Excellency believes them really to be.

5. The Governor does not presume to say that there are no exceptions, but whenever they occur, and the Indians are not slow in making them known, means are immediately taken by the public officers here for inquiring into and redressing the grievances of which, either individually or collectively, they may have to complain; and it will, no doubt, be a satisfaction to the Indian Government to know, that an ordinance is now in progress through the Council of Government here for placing the Indian labourers, by instructions from the Secretary of State, under the same protective jurisdiction as was established by the British Parliament for the apprentice population. The special justices, upon whom this duty will thus devolve, were some months ago desired to take advantage of the opportunities afforded them by their visits to the apprentices on the different estates, to inquire into the condition and state of the Indian labourers. Their reports have been transmitted to the Secretary of State, and, together with the papers published by Parliament regarding the matter, furnish much satisfactory information in regard to these people, and show the anxiety and attention with which the Governor has watched over their interests.

6. The abuse which might have arisen out of the transfer clause in the engagements entered into in India has hitherto been effectually provided against by a local regulation, which requires that no transfer shall take place without the free consent of the Indians themselves, given before a police officer, and unless it be shown that the transfer will not be prejudicial to them it cannot have the Governor's sanction, and without that sanction the transfer cannot be considered legal, or be acknowledged by any public officer. To make this regulation more formal, a clause of the same kind has been introduced into the proposed ordinance, by which it is enacted, that the services of the Indian emigrants cannot be ceded or transferred without their own express consent, and the concurrence and approbation of the magistrate having jurisdiction in the district where they are employed, after he shall have assured himself that such transfer is not unfavourable to the emigrants.

7. With respect to their treatment on board ship, the Governor fears that nothing can be done at the place of arrival beyond establishing the particulars of ill-usage or misconduct towards the emigrants, whenever such may unfortunately occur. But desirous of meeting the wishes of the Indian Government in every point connected with these people, his Excellency has caused instructions to be given to the proper officers to inquire into and report upon the treatment which the Indian labourers have experienced in every ship which may arrive here with emigrants on board. Much, however, he conceives may be done in India by a strict attention to the accommodation and the provisions, medicines, &c. provided for the voyage, which should be continued up to the latest possible period previous to the vessel's departure, so as to prevent, as far as practicable, any misappropriation of any part of these stores or provisions by landing them again before sailing.

8. With reference to my former communications on this matter, his Excellency the Governor has directed me to draw the attention of the Government of India to some of the evils which, there is but too much reason to apprehend, are extensively practised in Bengal, notwithstanding the zealous and praiseworthy vigilance which appears to have been exercised by the officer charged with the superintendence of this branch of police duty in Calcutta, and with the execution of the ordinances passed by the Supreme Government on this subject. The promised advance of wages, it is to be feared, is not faithfully accounted for to the emigrant; also that false descriptions have been given them, as well of the place they were going to, as of the nature of their employment there; and that there are instances in which Indians have been hurried on board ship, with whom no engagement had ever been made. It is to be observed, however, that such occurrences are confined to Bengal, and that similar complaints have not been made by the Indians from the Madras territory. In some cases the proper allowance of food for the voyage has not been provided, medical inspection has not taken place previous to embarkation, nor medical attendance been furnished during the voyage. The consequence has been, that vessels on their arrival here have been subjected to quarantine, sometimes of considerable duration, and the Indian emigrants exposed to all the inconvenience and misery of protracted confinement on board a crowded vessel.

I have, &c.

(signed) Geo. F. Dick,
Colonial Secretary.

Mr. Special Justice Campbell.

Sir,

Colonial Secretary's Office, 15 October 1838.

1. In pursuance of the suggestions of his Honor the President in Council at Fort William, that "the governors of the colonies to which Indian labourers have been extensively carried should be requested to appoint committees, including one or more Indian civil or military servants, or other persons who may be able to communicate personally with the labourers, and to ascertain whether they are contented with their lot, and satisfied with the manner in which the contracts with them have in general been fulfilled by the parties to whom consigned, and for whom their services were engaged," I have his Excellency the Governor's directions to acquaint you, that he has been pleased to select you for this duty, in which you will be assisted by the special magistrate of each section of the different districts of the island.

2. His Excellency has further requested the only servants of the East India Company known to be now here, viz. Captain Forbes and Mr. T. Hugon, to associate themselves with you and the special justices, and to form a committee for this purpose.

3. The object of this inquiry being to obtain such accurate information with respect to the treatment of the Indian labourers in this colony as may tend to satisfy the Government and the public of India as to their real state and condition here, it will be requisite that you should, in conjunction with the other members of the committee, visit the several establishments and estates in the town of Port Louis, and in the country districts, on which Indian labourers are employed; and that you should, by personal communication with the Indians, endeavour to ascertain their real sentiments and feelings on the following points:—

Whether they are satisfied with the manner in which their employers, or those acting under the orders of their employers, have fulfilled the engagements entered into with the Indians.

Whether they are satisfied as to the quantity, quality, and description of the food provided for them by their employers; the regular payment of the stipulated amount of their wages; the hours of labour; and, generally, with their mode of treatment.

You will also ascertain from their masters, what arrangements have been made by them for the faithful execution of that part of the engagement under which the Indians are entitled to a free passage back to their own country upon the expiration of their contract, or from inability to work through sickness, accident, or other cause.

4. On these and many other points which may suggest themselves to the committee, as tending to establish the real state and condition of the Indian labourers in this colony, it is desirable that the most accurate information should be obtained; and to assist the committee in that respect, I have the honour to enclose a copy of the injunctions laid upon all persons who obtain permission from this Government to introduce Indian labourers, and of the rules established in Bengal for the grant of permits there.

5. It will be your duty to explain to the Indians the rights and privileges which they possess as free subjects in this colony, and the course they have to pursue to obtain redress if aggrieved. And it being desirable that the employers should be present when this is done, you will be pleased to make a communication to them to that effect previously to entering into the explanation with the Indians.

6. It is further advisable, that you should take every opportunity which may occur in the course of this duty to impress upon the Indians the expediency of depositing their money in the savings bank, as there is but too much reason to apprehend, that in several instances crimes have been committed from a knowledge among their comrades of their carrying their money about their persons, as is the practice in India.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

Sir,

Colonial Secretary's Office, 15 October 1838.

1. The honourable the President in Council of Bengal, with a view to satisfy the Government and public of India with regard to the state and condition of the Indian labourers employed in this colony, has suggested to his Excellency the Governor, that a committee should be appointed, including one or more Indian civil or military servants, or other persons residing in the colony, who may be able to communicate personally with the Indian labourers, for the purpose of ascertaining from the Indians themselves whether they are contented with their lot, and satisfied with the manner in which the contract with them has been fulfilled by their employers here, for whom their services were engaged in India; and specifically to report on the facilities afforded for their return to their own country when their engagements may expire, or from inability to work through sickness, accident, or other cause, the labourers may be entitled to a free passage back to India.

MAURITIUS.

2. And his Excellency having concurred in this suggestion, I have received his directions to inquire whether you are disposed to become a member of the committee to be formed for this purpose.

Captain Forbes, Bengal Army.
T. Hugon, Esq., Bengal Service.
J. T. Bury, Esq., Madras Civil Service.

I have, &c.
(signed) G. F. Dick,
Colonial Secretary.

The Special Justice Campbell.

Sir,

Colonial Secretary's Office, 27 October 1838.

1. REFERRING to my letter of the 15th instant, I have the honour to acquaint you that Mr. Bury, of the Madras Civil Service, has been requested to assist in the inquiry about to be instituted into the state and condition of the Indian labourers in this colony, and you will therefore be pleased to give him notice of the day you purpose entering upon the inquiry.

2. In addition to the several points of inquiry adverted to in my letter above-mentioned, I have his Excellency the Governor's directions to request that the Committee will ascertain whether the several bands of Indians remain in the employ of those for whose service they were originally engaged; whether all or any portion of them have been transferred from one master to another since their arrival in the colony; and, if so, whether such transfer has been made with their consent, and with that of the Governor. Also, whether any of the Indians have been hired out by the masters for whom they have come here.

I have, &c.
(signed) G. F. Dick,
Colonial Secretary.

The Chief Secretary to Government, Bengal.

Sir,

Colonial Secretary's Office, 29 October 1838.

1. I HAVE the honour to acknowledge the receipt of your letter of the 27th June last, expressing the desire of the Bengal Government to be informed of the return to Calcutta of any Indian labourers who may have been shipped there under permit, especially in cases where they are re-embarked at this island for alleged misconduct; and I have his Excellency the Governor's directions to acquaint you that instructions to that effect were immediately given to the chief commissary of the police, and he has stated in reply, as you will perceive by the accompanying copy of his letter, that such a return, stating the cause why Indian labourers are sent back to Calcutta, is regularly forwarded to Captain Birch.

2. Great difficulty is experienced in obtaining good men for police guards in the present transient state of the population of this colony; and it has been suggested to the Governor that suitable persons might be obtained in India for that duty. His Excellency directs me, in consequence, to request that authority may be given to engage 10 or 12 of the police peons of Calcutta for the service of this Government, and to send them down by an early opportunity. The chief commissary will communicate with Captain Birch, in regard to the nature of the police duty here, the description of men required, and the rate of remuneration.

I have, &c.
(signed) G. F. Dick,
Colonial Secretary.

To the Chief Secretary to Government, Bengal.

Sir,

Colonial Secretary's Office, 31 October 1838.

1. WITH reference to the communication under date the 12th September, which, by direction of his Excellency the Governor, I had the honour to make to you in answer to your letter of the 11th July last, I have to acquaint you, for the information of his Honor the President in Council at Fort William, that, pursuant to the desire expressed in the resolution of 11th July 1838, a committee has been appointed to inquire into the state and condition of the Indian labourers who have emigrated to this island, and to report upon the several points on which the Government of India is desirous of possessing information in regard to them.

2. From the nature of their appointments and duties, his Excellency Sir William Nicolay conceived that the special magistrates, alluded to in the fifth paragraph of my letter to you of the 12th September, would be the most proper of the local authorities to carry on the inquiry; and from among them he has selected Mr. Special Justice Campbell, from his personal acquaintance with the habits of the Coast Indians and their language, to preside over the committee, which will be composed, besides, of the magistrate of each district, and of all the Indian officers now in Mauritius; viz.

J. T. Bury, Esq. Assistant Collector of the Northern Division of Arcot.
Captain Forbes, 15th Regiment Bengal Native Infantry.
F. Hugon, Esq. Sub-assistant to the Commissioners of Assam.

3. The Governor has desired me to forward a copy of the instructions addressed to Mr. Campbell on the occasion, for the information of the Bengal Government, and to announce to you that the committee has entered upon the inquiry by an investigation into the state and condition of the Indian labourers in the Port Louis district.

4. In furtherance of the object which the Indian Government has in view in regard to these people, his Excellency requests that you will submit to the Honourable the President of India in Council the expediency of the letters from the emigrants to their relations in India being allowed to pass free of postage. Already the chief commissary of police here has been authorized to receive and deliver, free of charge, all such letters, and he has made a communication to that effect to the Calcutta magistrate who has the superintendence of the natives who emigrate from thence; but as a free intercourse by letter between the Indians in the island and their families in Bengal would be a certain and effectual means of making known to that class of the natives most concerned the real and true condition of the labourers in Mauritius, the Governor trusts that the Bengal Government will concur in this proposed measure, and give instructions accordingly for the exemption from postage of all the letters of the Indians who have emigrated to this island.

5. In conclusion, his Excellency requests me to repeat his recommendation, that officers specially selected should be sent here from India to witness and report on the state and condition of the labourers in Mauritius, and that the proceedings of the present committee should not in any way interfere with such further investigation.

I have, &c.
(signed) *G. F. Dick*, Colonial Secretary.

The Honourable *G. F. Dick*, Colonial Secretary.

Sir,

Port Louis, 2 November 1838.

THE committee of inquiry on the condition of Indian labourers in this colony being about, in a few days, to proceed on its tour through the island, we beg the favour of your informing us whether the government of Mauritius will furnish us with the means of transport and other expenses, or grant us an adequate allowance for the same.

We have, &c.
(signed) *Hugon*.
Bury.
J. V. Forbes.

Messrs. *Hugon*, *Bury*, and *Forbes*.

Gentlemen,

Colonial Secretary's Office, 12 November 1838.

HAVING laid before his Excellency the Governor your letter of the 2d instant, requesting to be informed whether, as members of the committee of inquiry on the state and condition of the Indian labourers in this colony, you are to be furnished with the means of transport, or whether any adequate allowance will be made to you on that account, I have been directed to state to you that the inquiry now in progress having been instituted at the recommendation of the Bengal government, and such of the East India Company's servants as might be on the spot appointed members of the committee at the express desire of his Honor the President in Council, it does not appear to his Excellency that it rests with the government of this colony to bear any expense attending such nominations.

I have, however, been directed to inform you that his Excellency will have no objections to your receiving such advances from the colonial funds as you may find necessary to cover the expense to which you may have been subjected in the execution of this duty, leaving it to you to adjust this matter at the respective Presidencies to which you are attached.

I have, &c.
(signed) *G. F. Dick*, Colonial Secretary.

To the Committee of Inquiry on the Indian Labourers.

Gentlemen,

Colonial Secretary's Office, 12 November 1838.

HIS Excellency the Governor being desirous that the Indian emigrants here should understand that arrangements have been made for facilitating their communications with their friends and relations in India, I have been directed to request that you will intimate, as well to the masters as to the Indian labourers on the several estates and establishments,

MAURITIUS.

that their letters, on being sent to the chief commissary of police at Port Louis, will be forwarded by him to their destination; and that you will impress upon the masters the advisableness of giving every facility towards such communications.

I have, &c.

(signed) *G. F. Dick*, Colonial Secretary.

The Honourable *G. F. Dick*, Colonial Secretary.

Sir,

Port Louis, 13 November 1838.

WE have the honour to acknowledge the receipt of your letter of yesterday's date, in answer to our application for travelling allowance, stating that, from the circumstance of our having been appointed members of the present committee of inquiry at the express desire of his Honor the President in Council of Bengal, it does not appear to his Excellency that it rests with the government of this Colony to bear any expense attending such nominations, but that his Excellency will have no objections to our receiving the necessary advances from the colonial funds, leaving us to adjust the matter at our respective Presidencies.

In reply we beg to state, that not having been directly appointed in General Orders by the Indian Government, we are under some apprehension that the government of our respective Presidencies would not attend to our individual applications for travelling expenses, which (with reference to the high rate of the hire of conveyances, &c. in the colony) we find would amount to about 30s. each per diem; to enable us, therefore, to perform the duty of visiting the districts throughout the island, we beg respectfully to submit that, in drawing on the colonial funds for that amount, it may be distinctly understood, that in the event of the Indian Government declining to adjust it with us, we may not be held in any way personally responsible for the same, as we cannot be expected, in addition to the tender of our services for this duty, to be liable to incur pecuniary risk.

We have, &c.

(signed) *Bury,*
Hugon,
J. Villiers Forbes, } Members
of
Committee.

The Honourable *G. F. Dick*, Colonial Secretary.

Sir,

Port Louis, 13 November 1838.

WE have the honour to forward, for submission to his Excellency the Governor, our proceedings up to the 7th inst., which complete our investigation of 31 establishments in Port Louis.

2. We beg to state that the committee thought it unnecessary to visit those places where a less number than 10 Indians were employed, as such could only be considered in the light of domestic servants.

3. The abstract of the proceedings will show where some interference may be necessary, with regard to the accommodation, medical treatment, and time allowed to the Indians for their meals.

4. Any further remarks, at the present stage of our inquiry, would be premature; we cannot, however, but express the hope, that in the plantations we may meet with as few exceptions to the general good treatment of the Indian labourers as have hitherto come under the observation of the committee.

We have, &c.

(signed) *C. M. Campbell.*
T. Hugon.
G. Villiers Forbes.
W. Bury.

ABSTRACT of the INQUIRY in Port Louis.

No.	NAMES of the EMPLOYERS.	NATURE of the Establishment.	Number of Indian Labourers Employed at Present.			GRAND TOTAL.	Average No. of Sick per Month.	Deaths on the Passage.	Deaths since their Arrival.	No. of Absentees without Leave at Time of Inquiry.	REMARKS on the Establishments where the Engagements have not been fully observed.	REMARKS on the Establishments where the Engagements have been observed.		
			From Calcutta.	From Bombay.	From Cochin and the Coast.									
1	Messrs. Worthington & Co. visited 20th Oct. 1838.	-- Carting and boating.	Jan. 1838, 87	-	-	June 1837, 130	217	10	-	14	5	-	-- Perfectly satisfied and contented.	
2	Mr. Joseph Dioré, visited 30th Oct. 1838.	Baker - -	Oct. 1837, 22	-	-	Feb. 1838, 9	31	-	-	-	-	- Out of the whole number, nine from Calcutta complained of interference with their prejudices regarding their cooking.	-- The remaining 22 were generally content, and satisfied with their treatment. No men could be in a more healthy state.	
3	Messrs. Carron & Co.	Boating - -	-	-	-	Nov. 1837, 100	100	12	3	3	-	-	-- Everything satisfactory. Accommodations at present rather confined; but they are to be enlarged.	
4	Mr. P. Duclos -	Sailmaker -	-	-	-	Dec. 1837, 10	10	-	-	-	-	-- Complaint of insufficiency of time allowed for meals. They work from daylight till sunset.	-- In other respects they are satisfied.	
5	Mr. Milne, visited 31st October.	Baker - -	Dec. 1837, 8	-	-	Oct. 1838, 12	20	1	-	2	-	-	-- Quite satisfied and contented.	
6	Messrs. Erney & Co.	-- Cart establishment.	-	-	-	Oct. 1836, 10	100	-	-	1	1	-	-- A trifling complaint, merely against the cooking of their food.	-- In all other respects most satisfactory. Eleven were in hospital, having just arrived, and not recovered from the fatigues of the voyage.
7	Messrs. Vigoureux and Chauvin.	Shipwrights -	Mar. 1838, 18	-	-	Aug. 1838, 75	93	8	-	1	-	-	-- Perfectly satisfied.	
8	Messrs. Watson & Bird.	Boating - -	Aug. 1838, 56	-	-	-	56	5	3	3	-	-	-- ditto.	
9	Visited on 2d Nov. Messrs. Taylor & Tyneck.	-- Cart establishment.	-	-	-	June 1838, 24	24	-	-	-	-	-	-- Complaint of insufficiency of time for meals; dissatisfied with their work, accommodations insufficient, and one man ill for two months without medical attendance.	-- The remainder are healthy, and satisfied as to their food, clothing, and pay.
10	Mr. Lesur -	- ditto - -	Jan. 1838, 25	-	-	Jan. 1838, 10	15	8	-	1	-	-	-- Perfectly satisfied.	
11	Visited on 2d Nov. Mr. François Berger.	-- Cart establishment.	-	-	-	1838: Jan. & Apr., 29 June - 40	69	3	-	-	-	-	-- Dissatisfied as to their food, and time allowed for meals, and complaint of being beaten by the overseers; do not receive medical attendance, and the smell arising from the stables below their apartment very offensive; also of working often till 9 P.M.	-- Accommodation ample, and a hospital provided. The employer stated that Dr. Salosse and a Malabar doctor attended his establishment. That, with regard to their complaint about the food, they had refused to receive the curry powder.
12	Mr. Wilson	Architect -	-	-	-	July 1837 & June 1838, 67	7	2	-	4	1	-	-- Quite satisfied and contented. And they even said, they would, after re-visiting India, return with their families to serve Mr. Wilson.	

(continued)

(continued)

CORRESPONDENCE RESPECTING EMPLOYMENT OF

No.	NAMES of the EMPLOYERS.	NATURE of the Establishment.	Number of Indian Labourers Employed at Present.			GRAND TOTAL.	Average No. of Sick per Month.	Deaths on the Passage.	Deaths since their Arrival.	No. of Absentees without Leave at Time of Inquiry.	REMARKS on the Establishments where the Engagements have not been fully observed.	REMARKS on the Establishments where the Engagements have been observed.
			From Calcutta.	From Bombay.	From Cochin and the Coast.							
13	Messrs. Oiguel & Co.	- - Cart esta- blishment.	Oct. 1837, 10 Aug. 1838, 23	- - -	- - -	30	4	-	3	1	- - Some eight or nine complained of being beaten by the overseer.	- - In all other re- spects the men on this establishment were perfectly sat- isfied. They would, on their return to India, speak fa- vourably of the is- land, and some would return with their families.
14	Messrs. Lucas and Lesieur.	Architects	Oct. 1837, 10	- - -	1838: March - 20 May - 20	50	5	-	3	-	- - -	- Satisfied in every respect. Five men have money in the savings bank, one to the amount of 100 Rs. One man had served six years at Bourbon, returned to Co- ringhee, and re- engaged for the Mauritius, bring- ing his wife with him.
15	Visited on 3d Nov. Mr. Houets	Architect	- - -	- - -	Sept. 1838, 20	20	2	-	-	-	- - -	- - The men appear to be in good health, contented, and satisfied.
16	Mr. Geoffroy	- ditto -	Feb. 1837, 16 Aug. 1838, 13	- - -	1838: May - 13 June - 12	54	5	-	3	-	- The Bengal men complained of hav- ing received only seven rupees out of six months' ad- vance made to them in Calcutta, whereas the Coast men have received their full 3 months' pay in advance.	- - The men appear to be in general con- tented with their condition.
17	Messrs. Denno- mont & Co.	- - Cart esta- blishment.	June 1838, 30	- - -	- - -	23	-	1	1	1	- - -	- - The Indians on this establishment are content, and satisfied with their situation in every respect, and would speak favourably of the island.
18	Visited on 5th Nov. Mr. Mars	Architect	Sept. 1838, 9	- - -	- - -	9	-	-	-	-	- - -	- - They are satis- fied, and appear in good health, and would speak fa- vourably of the island.
19	Mr. Le Blanc	Blacksmith	Oct. 1838, 9	- - -	- - -	9	-	1	-	-	- - -	- - For the short time they have been here, 20 days, they have had no reason to com- plain.
20	Mr. Caillaud	Baker	- - -	- - -	Sept. 1838, 14	14	-	-	-	-	- - -	- They are healthy, contented, and would speak fa- vourably of the is- land.
21	Mr. Perdreaux	Tobacconist	July 1838, 11	- - -	- - -	11	1	-	-	-	- - Complained of having received only seven rupees out of their six months' advance at Kadjerec, and some of them did not like the cli- mate. One was sickly-looking.	- - They have never had cause to com- plain of their mas- ter, and are in very good health, with one exception.
22	Mr. J. L. Renaud	Architect	- - -	- - -	Feb. 1838, 12	12	1	-	-	-	- - -	- - The men appear very well satisfied and contented; would speak fa- vourably of the is- land, and on their return bring their families with them.

INDIAN LABOURERS IN THE MAURITIUS.

21.

No.	NAMES of the EMPLOYERS.	NATURE of the Establishment.	Number of Indian Labourers Employed at Present.			GRAND TOTAL.	Average No. of Sick per Month.	Deaths on the Passage.	Deaths since their Arrival.	No. of Absentees without Leave at Time of Inquiry.	REMARKS on the Establishments where the Engagements have not been fully observed.	REMARKS on the Establishments where the Engagements have been observed.
			From Calcutta.	From Bombay.	From Cochin and the Coast.							
23	Mr. Latour	Cart establishment.	8 Sept. 1838, 23	- - -	Sept. & Oct. 70	102	8	-	-	-	The men claim and wages from the date of their sailing from the coast, whereas the engagement specified from the date of their arrival here.	-- They were in other respects satisfied.
24	Mr. Desbleds	ditto -	Feb. & Sept. 1838 - 14	- - -	- - -	14	-	-	-	-	-- They had received only seven rupees of their six months' advance in Calcutta, and complained that the money allowed them, in lieu of ghee and other articles, was insufficient.	-- The appearance of the men speaks favourably of their good treatment; and their employer intends giving them ghee, &c. in lieu of the money.
25	Mr. D'Estang	Scavenger establishment.	- - -	In 1831, 20	May 1838, 43	72	3	-	1	-	- - -	-- They are perfectly satisfied with their employer, and with the island; and some would, on the expiration of their engagements, renew their contract. The 23 from Bombay, after serving their time, renewed their contract twice, at increased wages, from six to eight, and from eight to ten rupees a month.
26	Mr. Mariette	Architect	- - -	- - -	May 1838, 12	12	-	-	-	-	- - -	-- The men appear in good health and satisfied, and would speak well of the island.
27	Mr. Beauvais	ditto -	Aug. 1838, 12	- - -	- - -	12	-	-	-	-	-- Out of six months' wages, which they ought to have received in India, at five rupees each, they only received seven rupees.	-- They have had no cause to complain of their master.
28	Mr. Jarry, visited 7th Nov.	Baker -	July 1838, 23	- - -	- - -	23	1	2	1	-	ditto - ditto -	-- They are satisfied, and would speak favourably of the island.
29	Messrs. Brouard and Lagasse.	Cart establishment.	Aug. 1838, 13	- - -	- - -	13	-	1	3	-	-- Complain of having received only six rupees, out of the 30 rupees said to be paid them, in Calcutta, in advance for six months' wages.	-- They have nothing to complain of, and appear in good health since their arrival.
30	Messrs. Renaud & Co.	Butchers	- - -	- - -	May 1838, 11	11	-	-	-	-	- - -	-- The men are satisfied and healthy. Would recommend their friends to engage with their present employers.
31	Mr. Christia	Coachmaker	July 1838, 14	- - -	- - -	14	-	1	-	-	-- Received only seven rupees on board the ship, at Kodyerse, out of 30, said to be six months' pay in advance.	-- Satisfied with their master in every respect, who supplies them with eight different articles of food, and not included in the engagement.
TOTAL -			445	20	872	1,346	79	12	44	0		

Note.—On a reference to this Abstract, it will be observed, that the men from Calcutta have invariably complained of having been defrauded of a great portion of their six months' wages, said to have been advanced to them; which shameful abuse will doubtless call for the interference and protection of the Bengal Government.

The number of deaths since their arrival appears to be about $3\frac{1}{10}$ per cent.

(signed) C. M. Campbell.
T. Hugon.
J. Villiers Forbes.
W. Bury.

MAURITIUS.

QUERIES to the Employer.

- 1.—What are the number of Indian labourers on the establishment, and from what parts of India introduced, and at what periods?
- 2.—Have you any Indians obtained here by transfer; how many and from whom?
- 3.—Was the transfer sanctioned by Government?
- 4.—What is the number of deaths that have occurred since their arrival?
- 5.—What is the number of sick now in hospital, and how many are absent without leave?
- 6.—What has been the monthly average of sickness and of absence?
- 7.—Have any of the engagements entered into by you with Indian labourers already expired; how many of the men have renewed their contract, and how many have returned to India?
- 8.—Have any of them deposited money in your hands; how many have done it, and how much of their pay do they thus save yearly?
- 9.—Have you acquainted them with the existence of a savings bank; do you know of any objections on their part to deposit their money there?
- 10.—Do they frequently communicate with India by letter, and, if so, through what channel are those letters sent?
- 11.—Do any of the labourers receive letters from India?

QUESTIONS to the Indian Labourers.

- 1.—Whether they are satisfied with the performance of the engagement on the part of their employer, and do they clearly understand its conditions?
- 2.—Whether they receive their pay regularly, or is any deduction made from it, and on what account?
- 3.—Whether they are satisfied with the quantity and quality of provisions furnished them?
- 4.—Whether the quantity of clothing and other articles furnished is according to the agreement?
- 5.—Whether the hours of labour, the time allowed for meals, are according to the agreement; whether subjected to any labour beyond their strength, for which they had not engaged themselves?
- 6.—Whether in sickness they receive proper medical attendance?
- 7.—Whether they understand that they are to be provided with a passage back to India, free of expense, at the expiration of their engagement?
- 8.—Whether they were originally engaged in India on account of their present employer, or transferred to him by other parties?
- 9.—Whether such transfer has been made with the authority of Government, and with their free consent?
- 10.—Whether any of them are hired out by their masters, and whether aware of the rate?
- 11.—Whether they are aware of the course they have to follow to obtain redress when aggrieved by their masters or others?
- 12.—Whether they find it easy to correspond with their friends in India; through what channel they send them, and whether they have received answers in return?
- 13.—Whether they deposit their savings with their employers, or have them in their own keeping; or whether aware of the existence of a savings bank, and of its allowing an interest of 5 per cent. on the money deposited?
- 14.—Whether from the manner in which they are treated in Mauritius, they would, after their return to India, feel themselves warranted in recommending their countrymen engaging on similar terms?

PROCEEDINGS of a Committee of Inquiry on the State and Condition of the Indian Labourers employed in the Mauritius, ordered to assemble by his Excellency the Governor, and composed of the under-mentioned officers :

Mr. Special Justice Campbell, of Flacq.
Mr. Special Justice Anderson, of Port Louis.
J. F. Bury, Esq., Madras Civil Service.
T. Hugon, Esq., Sub-Assistant to the Commissar in Assam.
V. Forbes, Esq., Captain, 15th Regiment Bengal Native Infantry.

The committee having assembled at 11 A. M. on the 29th October 1838, proceeded to the establishment of Mr. Worthington, and to the annexed questions to the employers and labourers the following answers were given :

No. 1.—EMPLOYERS' ANSWERS.

- 1.—130 from Coringhee, introduced on the 20th June 1837, and 87 from Bengal on the 15th January 1838.
- 2.—None.
- 3.—None.
- 4.—14.
- 5.—10 sick, and five absent without leave.
- 6.—From 10 to 12.
- 7.—None. See Answer to No. 1.
- 8.—Four only, to the extent of 60 to 120 rupees.
- 9.—This was explained to them in the presence of the committee; not aware of any particular objection to their depositing money in the savings bank.
- 10.—The Coringhee people have been in communication with their friends by means of the vessel in which they arrived, and which has been trading to and from Coringhee ever since.
- 11.—Sometimes.

ANSWERS from Indian Labourers.

- 1.—They are satisfied, and understand the conditions set forth in the agreement.
- 2.—They are regularly paid, and deductions made in accordance to the agreement.
- 3.—Yes, they are.
- 4.—Yes, they are clothed.
- 5.—They do not complain.
- 6.—Receive proper medical attendance.
- 7.—They understand that they are to be provided with a passage back, but the agreement of the Coringhee men differ, they having to pay for their passage.
- 8.—Originally engaged for their present employer.
- 9.—Not applicable.
- 10.—They answer negatively.
- 11.—They are aware where to apply for redress.
- 12.—The Coringhee men alone have written and received letters.
- 13.—Four only have deposited money with their employer; none in the savings bank, the nature of which was explained to them.
- 14.—They have nothing to complain of the island, and would have no objection to return to it.

The only thing to be noticed in this establishment is, that the engagement with the Coringhee men is different from all the others, they having to pay their passage back, and a deduction from their pay being made in consequence.

No. 2.—Second Day's Proceedings; 30 October 1838.

Mr. Joseph Dioré, Bakery.

- 1.—22 from Bengal in October 1837, and nine from the coast in February 1838.
- 2.—Eight out of the 22 from Bengal was transferred to him by Mr. Worthington.
- 3.—Yes, with the sanction of Government.
- 4.—One.
- 5.—None sick or absent.
- 6.—As many as a third of the whole number on their first arrival, but latterly none.
- 7.—None.
- 8.—None.
- 9.—No.
- 10.—One of the coast men wrote and forwarded the letter by a lascar.
- 11.—Not to his knowledge.

ANSWERS from the Indian Labourers.

- 1.—Affirmatively.
- 2.—Yes, they do.
- 3.—Yes, they are.
- 4.—They are to receive it next month.
- 5.—They do not complain.
- 6.—Receive medical attendance.
- 7.—Yes, they do.
- 8.—Originally engaged for Mr. Dioré, with the exception of nine who were transferred by Mr. Worthington.
- 9.—Yes, with their consent, and the sanction of Government.
- 10.—None.
- 11.—Affirmatively.
- 12.—Yes, one man has written; none of the others have done so, or received letters.
- 13.—They spend all their money, and were not aware of the existence of a savings bank.
- 14.—The majority are satisfied with the island. Nine of the Bengal men have expressed discontent at every thing. From the appearance of the men, and on examination, the committee are of opinion that the discontent is not owing to the non-performance of any part of the engagement, but to some injudicious interference with their prejudices, by making them cook their food in the same place with the apprentices and Indians of low caste.

MAURITIUS.

No. 3.—Messrs. *Caron & Co.*, Boat Establishment.

- | | |
|--|---|
| 1.—48 men from Coringhee in June 1838, and 52 from Pondicherry in November 1837. | themselves for a day or two on relieving their pay. |
| 2.—None. | 7.—Not applicable. |
| 3.—Not applicable. | 8.—None. |
| 4.—Three deaths (one accidentally poisoned himself). | 9.—Yes, I have; one man has 30 rupees deposited. |
| 5.—15 sick; none absent. | 10.—Yes, some of them have done so, and send their letters through him generally. |
| 6.—About 12; some occasionally absent | 11.—Yes, they have received answers. |

ANSWERS from the Indian Labourers.

- | | |
|---|--|
| 1.—Satisfied. | 11.—Yes, they are aware where to apply for redress. |
| 2.—Yes, they receive their pay regularly. | 12.—Yes, they have written and received answers through the agency of a native trader, and also through their employer. |
| 3.—Perfectly satisfied. | 13.—One man has deposited 30 rupees in the savings bank, and many others have small sums in their own keeping; the nature of the savings bank has been properly explained to them, and they appear disposed to take advantage of it. |
| 4.—They receive clothing according to the agreement. | 14.—They would on their return to India strongly recommend their countrymen to engage for the Mauritius. |
| 5.—They do not complain. | |
| 6.—Yes, they do. | |
| 7.—Yes, they do. | |
| 8.—Originally engaged for their present employer. | |
| 9.—Not applicable. | |
| 10.—They are not hired out, but have always worked with their present employer. | |

The committee having inspected the accommodation for the Indian labourers, are of opinion that, with the addition the employer proposes to make, the men will be well lodged. The sick are well taken care of, and there is a proper hospital in the establishment. The general appearance of the men is satisfactory.

No. 4.—Messrs. *P. Duclos & Co.*, Sail Makers.

- | | |
|--|---|
| 1.—10 from Pondicherry arrived in December 1837. | 7.—Not applicable. |
| 2.—None. | 8.—None. |
| 3.—Not applicable. | 9.—Never; not being aware of its existence. |
| 4.—None. | 10.—No, not to my knowledge. |
| 5.—None sick; none absent. | 11.—Not to my knowledge. |
| 6.—One. | |

ANSWERS from the Indian Labourers.

- | | |
|---|---|
| 1.—Are satisfied. | 10.—Since their arrival they have always been in their present employer's service. |
| 2.—Are paid regular. | 11.—Are well aware where to apply for redress. |
| 3.—Satisfied. | 12.—They have not written or received letters. |
| 4.—Yes, they receive clothing. | 13.—Have no money in their employer's hands, but, on explaining to them the existence and nature of the savings bank, they appear disposed to avail themselves of it. |
| 5.—Have not sufficient time allowed them for their meals, and work from daylight to sunset. | 14.—They would on their return to India recommend their friends to engage for the Mauritius. |
| 6.—Receive medical attendance when sick. | |
| 7.—Yes, they are aware. | |
| 8.—Were originally engaged for their present employer. | |
| 9.—Not applicable. | |

Question to Mr. Duclos. What time do you allow them for their meals?—*Answer.* Three quarters of an hour for breakfast, and one for dinner, besides allowing a cook to prepare their food.

The committee are of opinion that the time allowed them for their meals is insufficient, as the men work from daylight to sunset.

INDIAN LABOURERS IN THE MAURITIUS.

MAURITIUS.

No. 5.—Third Day's Proceedings, 31 October 1838.

Mr. Milne's Establishment, Bakery.

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| <p>1.—Eight from Bengal in December 1837, and 12 from the coast, 15 October 1838.</p> <p>2.—Four transferred to him by Mr. Sampson.</p> <p>3.—No; not sanctioned by Government.</p> <p>4.—Two, not included in the 20.</p> <p>5.—None sick; none absent.</p> <p>6.—One sick occasionally; none absent.</p> <p>7.—Not applicable.</p> | <p>8.—Three have money in his hands, and saved about half their pay.</p> <p>9.—He endeavoured to explain to them the existence of the savings bank, but could not make them understand it.</p> <p>10.—One man has written, and sent the letter by a comrade going to Calcutta.</p> <p>11.—Not to his knowledge.</p> |
|--|---|

ANSWERS from the Indian Labourers.

- | | |
|---|--|
| <p>1.—Satisfied.</p> <p>2.—Are paid regular.</p> <p>3.—Satisfied with the provisions.</p> <p>4.—Receive clothing.</p> <p>5.—They do not complain.</p> <p>6.—Receive medical attendance when ill.</p> <p>7.—They perfectly understand it.</p> <p>8.—Three men from Calcutta say they came from Mr. Sampson's to Mr. Milne's; the others were originally engaged for their present employer.</p> <p>9.—With their free consent.</p> <p>10.—Have always worked with Mr. Milne.</p> | <p>11.—They are aware where to apply for redress.</p> <p>12.—No, they have not done so, not knowing how to forward them.</p> <p>13.—Three from Calcutta have money in their employer's hands, the nature of the savings bank being properly explained to them; they prefer leaving their money with their employer.</p> <p>14.—They would speak favourably of the island, on their return to India, to their countrymen.</p> |
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The Committee found everything satisfactory in the establishment.

No. 6.—Messrs. Erny & Co., Cart Establishment.

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| <p>1.—10 from Pondichery in October 1836; 50 from the same place in October last; and 30 from Coringhee in the same month and year.</p> <p>2.—None.</p> <p>3.—Not applicable.</p> <p>4.—One died, and one absent since four months.</p> | <p>5.—11 in hospital from fatigue, occasioned by the voyage.</p> <p>6.—Cannot say, as they have lately arrived.</p> <p>7.—Not applicable.</p> <p>8.—No; they have no money in his hands.</p> <p>9.—No, he had not.</p> <p>10.—Not to his knowledge.</p> <p>11.—No, not to his knowledge.</p> |
|---|--|

ANSWERS from the Indian Labourers.

- | | |
|---|--|
| <p>1.—Satisfied.</p> <p>2.—Are paid regular.</p> <p>3.—Are satisfied.</p> <p>4.—Yes, they receive their clothing.</p> <p>5.—They do not complain.</p> <p>6.—Receive medical attendance when ill.</p> <p>7.—Yes, they do.</p> <p>8.—They were originally engaged for Mr. Erny.</p> <p>9.—Not applicable.</p> | <p>10.—They all work with their present employer since their arrival.</p> <p>11.—They know where to apply for redress.</p> <p>12.—They have not as yet done so.</p> <p>13.—They were not aware of the existence of the savings bank, and therefore spent their money; but in future they will avail themselves of it.</p> <p>14.—They would, on their return to India, speak favourably of the island to their countrymen.</p> |
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Everything satisfactory in this establishment. The men made a trifling complaint against the cook, in not preparing their meals properly.

No. 7.—Messrs. Vigoureux & Chauvin's Establishments, Shipwrights.

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| <p>1.—18 from Calcutta in March 1838, and 75 from the coast in August last.</p> <p>2.—None.</p> <p>3.—Not applicable.</p> <p>4.—One died.</p> <p>5.—10 in hospital; none absent.</p> <p>6.—About eight; no absentees.</p> | <p>7.—Not applicable.</p> <p>8.—None have money in their hands.</p> <p>9.—No, they had not; the greater part of the labourers having arrived only in August last.</p> <p>10.—Not to their knowledge.</p> <p>11.—Ditto.</p> |
|---|--|

MAURITIUS.

Answers from the Indian Labourers.

- 1.—Satisfied.
- 2.—Are paid regularly.
- 3.—Satisfied.
- 4.—Received clothing in India.
- 5.—They do not complain.
- 6.—Receive medical attendance when ill.
- 7.—They perfectly understand it.
- 8.—Originally engaged in India, for Messrs. Vigoureux & Chauvin.
- 9.—Not applicable.
- 10.—They have, since their arrival, always worked with their present employers.
- 11.—They know where to apply for redress.
- 12.—No, they have not as yet done so; but they received letters from India by a lascar of a vessel.
- 13.—They have no money in their employers' hands; but on the committee explaining to them the nature of the savings bank, they appeared disposed to follow the recommendation of the committee.
- 14.—They would, on their return to India, speak favourably of the island to their countrymen.

No complaints whatever on this establishment.

No. 8.—Messrs. *Watson & Bird*, Boat Establishment.

- 1.—56 from Bengal arrived 7 August 1838.
- 2.—Yes, two from Mr. Fisher.
- 3.—With the sanction of Government.
- 4.—Three died on the passage, and three since their arrival, not included in the 56.
- 5.—Two in hospital; none absent.
- 6.—Five on an average; generally slight cases.
- 7.—Not applicable.
- 8.—The time for which advances were made to them in India has not expired.
- 9.—No; because they have no money.
- 10.—No, not to their knowledge.
- 11.—Ditto.

Answers from the Indian Labourers.

- 1.—Satisfied.
- 2.—They have received an advance of six months' pay in India.
- 3.—Satisfied.
- 4.—They received it in India prior to embarkation.
- 5.—Satisfied in all respects.
- 6.—They receive medical attendance.
- 7.—Yes, they do.
- 8.—Were originally engaged for their present employers, except two men.
- 9.—With their free consent.
- 10.—Have always worked with their present employers.
- 11.—They know where to apply for redress.
- 12.—They have neither written or received letters.
- 13.—They received six months' pay in advance, and are not entitled to pay.
- 14.—They would speak very favourably of the island to their countrymen, on their return to India.

One man complained of being beaten by one of the overseers, which Mr. Watson stated to be against his positive orders; upon the whole, the men are perfectly satisfied.

No. 9.—Fourth Day's Proceedings, 2 November 1838.

Messrs. *Taylor & Tyack*, Cart Establishment.

- 1.—24 from Cochin arrived in June 1838.
- 2.—None.
- 3.—Not applicable.
- 4.—No deaths.
- 5.—None in hospital, and none absent.
- 6.—No sickness or absence.
- 7.—Not applicable.
- 8.—None in their hands; the men have been too short a time here, and received three months' pay in advance on their embarkation.
- 9.—They have not as yet, because they have no money.
- 10.—Several of them have written, and sent the letters by Mr. Tayler.
- 11.—Not to their knowledge.

Answers from the Indian Labourers.

- 1.—Satisfied.
- 2.—Are regularly paid.
- 3.—Satisfied.
- 4.—Received clothing on embarkation.
- 5.—Complain of not having sufficient time allowed them for their meals; are dissatisfied with their work.
- 6.—One man complains of being ill for the last two months, and received no medical attendance whatever. The man appearing really ill, the committee strongly recommended his employer to send him to hospital.
- 7.—They do.
- 8.—Were originally engaged for their present employer.
- 9.—Not applicable.
- 10.—Have always worked with their present employer.
- 11.—They know where to apply for redress.
- 12.—Have written, but received no answers.
- 13.—Have no money in their employers' hands; the nature of the savings bank has been explained to them.
- 14.—They would speak favourably of the island (except the man who is ill).

One man complains of not receiving medical attendance; the whole of them are dissatisfied about the time allowed them for their meals; no proper accommodation allotted for them; and complain also of being over-worked.

INDIAN LABOURERS IN THE MAURITIUS.

MAURITIUS.

No. 10.—Mr. *Lesur*, Cart Establishment.

- 1.—25 from Calcutta and 10 from Pondichery on the 31st January last, and 10 from the latter place on the 19th June.
- 2.—None.
- 3.—Not applicable.
- 4.—One died.
- 5.—Eight in hospital; two serious cases, the remainder slight.

- 6.—Eight as an average; none absent.
- 7.—Not applicable.
- 8.—No, none have money in his hands.
- 9.—No; the committee have explained to them the nature of the savings bank, and they appear disposed to avail themselves of it.
- 10.—Not to his knowledge.
- 11.—Ditto.

ANSWERS from the Indian Labourers.

- 1.—Are satisfied.
- 2.—Are regularly paid.
- 3.—Yes, they are.
- 4.—They received clothing on embarking.
- 5.—They do not complain.
- 6.—They do receive medical attendance.
- 7.—They do understand it.
- 8.—Were originally engaged for their present employer.
- 9.—Not applicable.

- 10.—They are not hired out.
- 11.—They know where to apply for redress.
- 12.—Have not written, because they do not know how to send it.
- 13.—They were not aware of the existence of a savings bank, but will avail themselves of it in future.
- 14.—They would speak favourably of the island and of their employer.

Everything satisfactory in this establishment.

No. 11.—Mr. *F. Berger*, Cart Establishment.

- 1.—69 from the coast between January and June last.
- 2.—None.
- 3.—Not applicable.
- 4.—No deaths.
- 5.—Six in hospital; none absent.
- 6.—Three at an average.

- Not applicable.
- 8.—No deposit of money in his hands.
- 9.—No, as they have been only for a short time.
- 10.—Not to his knowledge.
- 11.—Ditto.

ANSWERS from the Indian Labourers.

- 1.—Are dissatisfied.
- 2.—Are regularly paid.
- 3.—Receive rice and fish regularly, but not curry powder.
- 4.—Received clothing on embarking.
—They all complain of not being allowed sufficient time for their meals; complain of hard work, and kept at times till nine o'clock at night in stowing away bags of sugar, and of being frequently beaten by the overseer.
- 6.—They do not receive medical attendance.
- 7.—Yes, they do.
- 8.—Originally engaged for Mr. Berger.

- 9.—Not applicable.
- 10.—Are not hired out.
- 11.—Yes, they know where to apply for redress.
- 12.—No, they have not done so, because they did not know how to send their letters.
- 13.—Have no money in their master's hands. The committee explained to the men the nature of the savings bank.
- 14.—They would not return to such a master; would rather destroy themselves; nor would they recommend their countrymen to serve Mr. Berger.

Question to Mr. Berger. Who is the medical man attached to your establishment?—*Answer.* Mr. Salesse, who visits the Indians three times a week, and have also employed a Malabar doctor.

Did you issue curry powder to the Indians regularly?—Yes, but they refused it occasionally.

The committee having inspected the building for their accommodation, find it ample in point of room, and also the hospital. The men complain of the stench arising from the stables under the building they occupy, and which the committee found so. One man, who was brought out, was in such a debilitated state, that in no place but a public hospital could proper care be taken of him.

General dissatisfaction expressed by the Indians.

No. 12.—Mr. *Wilson*, Architect.

- 1.—46 from Pondichery in July 1837, and 21 from Coringhee in June 1838.
- 2.—None.
- 3.—Not applicable.
- 4.—Deaths, four.
- 5.—One sick, one absent.
- 6.—About two as an average; one absent.

- 7.—Not applicable.
- 8.—Yes, one man has 63 rupees.
- 9.—Yes, he has acquainted them with the nature of the savings bank.
- 10.—Yes, they do write frequently, and send their letters by their comrades.
- 11.—Yes, they do.

MAURITIUS.

Answers from the Indian Labourers.

- 1.—Are satisfied.
- 2.—Yes, they do.
- 3.—They are.
- 4.—Yes, they receive clothing.
- 5.—Have sufficient time allowed them for their meals, and are not overworked.
- 6.—Receive medical attendance.
- 7.—They do.
- 8.—Were originally engaged for Mr. Wilson.
- 9.—Not applicable.

Question to the Indians. Would you, on your return to India, have any objection to return to the island with your families?—Answer. Yes, we would bring our families, provided we were sure of being employed by Mr. Wilson.

Everything very satisfactory in this establishment.

- 10.—They are not hired out.
- 11.—They know where to apply for redress, but that since their arrival they never have had any cause to complain.
- 12.—Have written often, and sent their letters through their friends, but received no answers.
- 13.—Only one man has deposited money with his employer. The nature of the savings bank has been properly explained to them.
- 14.—Favourably.

No. 13.—Messrs. Giquel & Co., Cart Establishment.

- 1.—16 from Calcutta in October 1837, and 23 from the same place in August 1838.
- 2.—None.
- 3.—Not applicable.
- 4.—Three died.
- 5.—Twelve in hospital, one absent.
- 6.—Four at an average (one is continually absent).

- 7.—Not applicable.
- 8.—No deposit in their hands.
- 9.—They have explained to them the nature of the savings bank.
- 10.—Not to their knowledge.
- 11.—Not to their knowledge.

ANSWERS from Indian Labourers.

- 1.—Are satisfied.
- 2.—Are regularly paid.
- 3.—Are satisfied.
- 4.—Receive clothing.
- 5.—Do not complain of being overworked, but eight or nine complain of being beat by the overseer.
- 6.—Receive medical attendance.
- 7.—They do.
- 8.—Were originally engaged for Mr. Giquel.
- 9.—Not applicable.
- 10.—They are not hired out.

- 11.—They do not know where to go to complain when ill-treated; the committee pointed out to them the course they were to follow.
- 12.—They have not written or received letters.
- 13.—Have no savings; the committee explained to them the advantages of the savings bank.
- 14.—They would, on their return to India, speak favourably of the island; some say they would return here with their families.

A few of the men complain of being cuffed when at work by the overseer; but in other respects the men appear to be perfectly satisfied and contented, and would return to the island with their families.

No. 14.—Messrs. Lucas and Lesieur, Architects.

- 1.—10 from Calcutta in October 1837, 20 from Pondichery in March 1838, and 20 from Coringhee in May last.
- 2.—None.
- 3.—Not applicable.
- 4.—Three died.
- 5.—10 in hospital; none absent.
- 6.—From four to five; none absent.

- 7.—Not applicable.
- 8.—Not in their hands, but five of them have deposited money in the savings bank.
- 9.—Yes, they have.
- 10.—Occasionally, and through the post-office.
- 11.—Not to their knowledge.

ANSWERS from the Indian Labourers.

- 1.—Satisfied.
- 2.—Are paid regularly.
- 3.—Are satisfied.
- 4.—Receive clothing.
- 5.—They do not complain.
- 6.—Receive medical attendance.
- 7.—They understand it.
- 8.—Were originally engaged for their present employers.
- 9.—Not applicable.
- 10.—They are not hired out.
- 11.—They know where to apply for redress.

- 12.—Some of them have written, and send the letters by private hands.
- 13.—Five of them have money in the savings bank.
- 14.—They have nothing to say against the country. One man has been for six years at Bourbon, returned to Coringhee, re-engaged for the Mauritius, and brought his wife with him; they all say they would, on their return to India, recommend their employers to their countrymen.

Everything very satisfactory in this establishment.

No. 15.—Fifth Day's Proceedings, 3d November 1838.

Mr. Houet, Architect.

- | | |
|--|--|
| 1.—20 from Pondichery in September 1838. | 6.—About two; no absence. |
| 2.—Not applicable. | 7.—Not applicable. |
| 3.—Ditto. | 8.—They have been too short a time here. |
| 4.—No deaths. | 9.—Not as yet. |
| 5.—None sick; none absent. | 11.—Not to his knowledge. |
| | 10.—Ditto. |

ANSWERS from the Indian Labourers.

- | | |
|---|---|
| 1. Are satisfied. | 10.—They are not hired out. |
| 2.—Ditto. | 11.—Yes, they know where to apply for redress. |
| 3.—Ditto. | 12.—Have not written or received letters, as they arrived here about six weeks ago. |
| 4.—Received clothing on embarking. | 13.—Have no money in their employer's hands; the existence of the savings bank has been properly explained to them. |
| 5.—They do not complain. | 14.—They would speak favourably of the island on their return to their country. |
| 6.—Receive medical attendance. | |
| 7.—Yes, they do understand. | |
| 8.—Were originally engaged for Mr. Houet. | |
| 9.—Not applicable. | |

The men appear in good health, satisfied, and contented.

No. 16.—Mr. Geffroy, Architect.

- | | |
|--|---|
| 1.—16 from Calcutta in February 1837, 13 from Pondichery in May, and 12 in June 1838, and 13 from Calcutta in August last. | 6.—About five in hospital; one Indian absented himself, and was brought back. |
| 2.—13 from Mr. Worthington. | 7.—Not applicable. |
| 3.—Was sanctioned by Government. | 8.—None have deposited money with him. |
| 4.—Two deaths from the 13 received from Mr. Worthington, and one from those that arrived in August last. | 9.—I have mentioned it to one, who saves nearly all his wages. |
| 5.—Four in hospital; none absent. | 10.—Not to his knowledge. |
| | 11.—Ditto. |

ANSWERS from the Indian Labourers.

- | | |
|--|---|
| 1.—Are satisfied. | 10.—They are not hired out. |
| 2.—Are regularly paid. | 11.—They know where to apply for redress. |
| 3.—Are satisfied. | 12.—Have not written or received letters. |
| 4.—Received clothing. | 13.—Have no money with their employer; the nature of the savings bank has been explained to them. |
| 5.—Are satisfied, and do not complain. | 14.—They would speak well of the island to their countrymen when they return to India. |
| 6.—Receive medical attendance. | |
| 7.—They understand it. | |
| 8.—The Pondichery men were originally engaged for Mr. Geffroy; 13 men from Calcutta were first engaged to Mr. Worthington. | |
| 9.—Yes, with their consent, and that of the Government. | |

The men appear satisfied.

N. B.—In this as well as in other establishments, the Bengal men complain of having received only six or seven rupees out of six months' advance (30 rupees); the men from the coast generally state having received three months' pay in advance, viz. 15 rupees.

No. 17.—Mr. Dennemont, Cart Establishment.

- | | |
|--|--|
| 1.—23 from Calcutta in June last. | 7.—Not applicable. |
| 2.—None; but transferred six to Mr. Molice. | 8.—Have no money belonging to any of them. |
| 3.—Was by the sanction of Government. | 9.—No, he has not; the Committee has explained to them the nature of the savings bank. |
| 4.—One died on the passage, and one since their arrival, not included in the 23. | 10.—Not to his knowledge. |
| 5.—None in hospital; one absent. | 11.—Ditto. |
| 6.—Nearly half have been ill since their arrival with slight complaints. | |

MAURITIUS.

ANSWERS from the Indian Labourers.

- | | |
|---|--|
| 1.—Are satisfied. | 9.—Not applicable. |
| 2.—Are paid. | 10.—Are not hired out. |
| 3.—Are satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing on embarking. | 12.—Have not written or received letters. |
| 5.—Satisfied in every respect. | 13.—Saved no money; the nature of the savings bank has been properly explained. |
| 6.—Receive medical attendance. | 14.—Would speak favourably of the island to their countrymen on their return to India. |
| 7.—They understand it. | |
| 8.—Originally engaged for Mr. Denemont. | |

Every thing satisfactory in this establishment.

No. 18 —Sixth Day's Proceedings, 5 November 1838

Mr. Mars, Architect.

- | | |
|--|----------------------------------|
| 1.—Nine from Calcutta in September last. | 7.—Not applicable. |
| 2.—None. | 8.—None have money in his hands. |
| 3.—Not applicable. | 9.—No, he had not. |
| 4.—No deaths. | 10.—Not to his knowledge. |
| 5.—None in hospital; none absent. | 11.—Ditto. |
| 6.—No sickness or absence. | |

ANSWERS from the Indian Labourers.

- | | |
|---|--|
| 1.—Are satisfied. | 9.—Not applicable. |
| 2.—Not entitled to pay yet, having received pay in advance. | 10.—Ditto. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing on embarking. | 12.—Have not written or received letters. |
| 5.—They do not complain. | 13.—Have no money, the nature of the savings bank has been properly explained. |
| 6.—No sickness since their arrival. | 14.—They would speak well of the island, having no cause of dissatisfaction. |
| 7.—Yes, they do. | |
| 8.—Were originally engaged for Mr. Mars. | |

The men appear in good health, and satisfied.

No. 19.—Mr. Le Blanc, Blacksmith

- | | |
|--|-------------------------------------|
| 1.—Nine from Calcutta, 16th October 1838. | 6.—No sickness since their arrival. |
| 2.—None. | 7.—Not applicable. |
| 3.—Not applicable. | 8.—No money in his hands. |
| 4.—One man out of the way, drowned at sea. | 9.—No, he has not. |
| 5.—None sick; none absent. | 10.—Not to his knowledge. |
| | 11.—Ditto. |

ANSWERS from the Indian Labourers.

- | | |
|--|---|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Received pay in advance in India. | 10.—They are not hired out. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing on embarking. | 12.—Not been long enough here. |
| 5.—Have no cause to complain. | 13.—The nature of the savings bank has been explained to them by the committee. |
| 6.—Receive medical attendance. | 14.—For the little time they have been here they have no cause to complain. |
| 7.—They do. | |
| 8.—Were originally engaged for Mr. Le Blanc. | |

The men appear healthy, and are satisfied.

No. 20 —Mr. Caillaud, Bakery.

- | | |
|--|--|
| 1.—Four from Cochin in June last; four from Pondichery in August, and six in September last. | 5.—None sick; none absent. |
| 2.—Yes; four from Mr. Hardy; one from Mr. V. Harel, and five from Mr. Marudrot amé. | 6.—No sickness since their arrival here. |
| 3.—Sanctioned by Government, with the exception of the five latter. | 7.—Not applicable. |
| 4.—No deaths. | 8.—Have no money in his hands. |
| | 9.—No, he has not; the committee have done so. |
| | 10.—Yes, they have written. |
| | 11.—Received letters. |

ANSWERS from the Indian Labourers.

- 1.—Satisfied.
- 2.—Receive pay regularly.
- 3.—Satisfied.
- 4.—Received clothing.
- 5.—Have no cause to complain.
- 6.—Receive medical attendance.
- 7.—They do understand.
- 8.—They were transferred.
- 9.—With their own consent.

- 10.—Are not hired out.
- 11.—Know where to apply for redress.
- 12.—Have written to their friends in India.
- 13.—Have no money in their employer's possession; the nature of the savings bank has been properly explained to them.
- 14.—Would speak favourably of the island to their countrymen when they return to India.

The men appear healthy and satisfied.

No. 21.—Mr. *Perdreau*, Tobacconist.

- 1.—Eleven from Calcutta in July last.
- 2.—None.
- 3.—Not applicable.
- 4.—No deaths.
- 5.—None sick; none absent.
- 6.—About one; no absentees.

- 7.—Not applicable.
- 8.—No money in his possession belonging to the Indians.
- 9.—No, he had not.
- 10.—Not to his knowledge.
- 11.—Ditto.

ANSWERS from the Indian Labourers.

- 1.—Satisfied.
- 2.—Received money in advance at Kidjeree.
- 3.—Satisfied.
- 4.—Received clothing on embarking.
- 5.—Have no cause to complain.
- 6.—They do.
- 7.—Yes, they do.
- 8.—Were originally engaged for Mr. *Perdreau*.

- 9.—Not applicable.
- 10.—They are not hired out.
- 11.—Know where to apply for redress.
- 12.—Have not written or received letters.
- 13.—Have no money with their employer; the nature of the savings bank was explained to them.
- 14.—Some of them complain of the climate, and, therefore, do not at present like the island.

The men are satisfied; they appear healthy, with the exception of one man, who complains of the climate.

No. 22.—Mr. *J. L. Renaud*, Architect.

- 1.—Twelve from Pondichery in February last.
- 2.—None.
- 3.—Not applicable.
- 4.—No deaths.
- 5.—None sick; none absent.
- 6.—About one slight indisposition.

- 7.—Not applicable.
- 8.—None of them have money in his possession.
- 9.—No, he has not.
- 10.—Not to his knowledge.
- 11.—Ditto.

ANSWERS from the Indian Labourers.

- 1.—Satisfied.
- 2.—Are regularly paid.
- 3.—Satisfied.
- 4.—Received clothing in India.
- 5.—Have no cause to complain.
- 6.—Receive medical attendance.
- 7.—They understand it.
- 8.—Originally engaged for Mr. *Renaud*.
- 9.—Not applicable.

- 10.—Are not hired out.
- 11.—They know where to apply for redress.
- 12.—Have not written or received letters.
- 13.—Some have saved a few rupees, and have it with them; the nature of the savings bank was explained to them.
- 14.—Would speak favourably of the island to their countrymen on their return to India.

The men appear healthy and satisfied.

No. 23.—Mr. *Latour*, Cart Establishment.

- 1.—Twenty-three from Calcutta in September last, and 79 from the coast in September and October 1838.
- 2.—Not applicable.
- 3.—Ditto.
- 4.—No deaths.
- 5.—Eight sick; none absent.

- 6.—About eight; none absent.
- 7.—Not applicable.
- 8.—Have no money in his possession.
- 9.—No, I have not.
- 10.—Not to his knowledge.
- 11.—Ditto.

MAURITIUS.

Answers to Indian Labourers.

- | | |
|--|---|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Received advance in India. | 10.—Are not hired out. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing in India. | 12.—Have not been long enough on the island. |
| 5.—They do not complain. | 13.—The committee explained to them the nature of the savings bank. |
| 6.—Receive medical attendance. | 14.—For the short time they have been here they like the place. |
| 7.—They do. | |
| 8.—Were originally engaged for Mr. Latour. | |

The men claim pay from the date of the agreement, whereas it mentions that their pay is to commence from the date of their arrival at Mauritius; in all other respects they are satisfied.

No. 24.—Mr. Desbleds, Cart Establishment.

- | | |
|---|--|
| 1.—Fourteen from Calcutta, between February and September last. | 7.—Not applicable. |
| 2.—None. | 8.—Have no money in their employer's possession. |
| 3.—Not applicable. | 9.—No, I have not. |
| 4.—No deaths. | 10.—Yes, one of them did write. |
| 5.—No sick; none absent. | 11.—Not to his knowledge. |
| 6.—No sickness since their arrival. | |

Question to Mr. Desbleds: Are Messrs. Maillard and Berard your Partners?—Answer: Yes, they are.

ANSWERS from the Indian Labourers.

- | | |
|---|---|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Receive their pay. | 10.—They state they have been employed hitherto by Messrs. Maillard and Berard. |
| 3.—Are satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing in India. | 12.—Have not written or received letters. |
| 5.—They do not complain. | 13.—The committee have explained to them the nature of the savings bank. |
| 6.—Receive medical attendance. | 14.—Would speak favourably of the island when they return to India. |
| 7.—They understand it. | |
| 8.—They were engaged in Mr. Desbleds' name, but they have been employed with Messrs. Maillard and Berard. | |

The men complain that the money given to them in lieu of ghee, and other articles, is insufficient; the employer, in future, will issue the articles in kind; in other respects they appear satisfied.

No. 25.—Seventh Day's Proceedings, 6th November 1838.

Mr. Des Etang; Scavengering.

- | | |
|---|--|
| 1.—Thirty-two from Pondichery, on the 5th May 1838. | 6.—About four slight cases; none absent. |
| 2.—None. | 7.—Not applicable. |
| 3.—Not applicable. | 8.—Have no money in his possession. |
| 4.—One out of 32 died at the civil hospital. | 9.—Has not as yet done so. |
| 5.—Seven sick; none absent. | 10.—Not to his knowledge. |
| | 11.—Ditto. |

ANSWERS from the Indian Labourers.

- | | |
|--|---|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Receive pay regularly. | 10.—Are not hired out. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing in India. | 12.—Have not written or received letters. |
| 5.—They do not complain. | 13.—Have no money in their employer's hands; the committee explained to the men the nature of the savings bank. |
| 6.—Receive medical attendance. | 14.—They would speak favourably of the island on their return to India. |
| 7.—Yes, they understand it. | |
| 8.—Were originally engaged for their present employer. | |

Mr. Des Etang has 29 men from Bombay, who were formerly in the employ of Mr. Bickdgee, at the rate of six rupees per month, and having served their time of contract, have since renewed their contract with him for two years longer, at ten rupees per month each, and their food. He has also 11 others, who served their time with Mr. Lafauche, and entered into a contract with him for two years, at the increased rate of pay of ten rupees per month.

The committee had the whole of these men mustered, and who all appear satisfied and happy; some of them say, that at the expiration of their engagement they would renew it again.

The whole of the men are perfectly satisfied.

No. 26.—Mr. *Mariette*, Architect.

- | | |
|--|-------------------------------|
| 1.—Twelve from Pondicherry, in May last. | 7.—Not applicable. |
| 2.—None. | 8.—None of them have done so. |
| 3.—Not applicable. | 9.—No, he has not. |
| 4.—No deaths. | 10.—Not to his knowledge. |
| 5.—None sick; none absent. | 11.—ditto. |
| 6.—No sickness or absence since their arrival. | |

ANSWERS from the Indian Labourers.

- | | |
|---|--|
| 1.—Satisfied. | 10.—They are not hired out. |
| 2.—Receive pay regularly. | 11.—Know where to apply for redress. |
| 3.—Satisfied. | 12.—Have not written or received letters. |
| 4.—Received clothing in India. | 13.—Have no money in their employer's hands; the nature of the savings bank has been properly explained to them. |
| 5.—They do not complain. | 14.—Would speak favourably of the island, on their return to India, to their countrymen. |
| 6.—They have never been ill. | |
| 7.—They do understand it. | |
| 8.—Originally engaged for Mr. <i>Mariette</i> . | |
| 9.—Not applicable. | |

The men appear in good health, and satisfied.

No. 27.—Mr. *Beauvais*, Architect.

- | | |
|--|---|
| 1.—Twelve from Calcutta, 4th August last. | 7.—Not applicable. |
| 2.—Not applicable. | 8.—Too short a time here to have saved money. |
| 3.—Not applicable. | 9.—Yes, he has done so. |
| 4.—No deaths. | 10.—Not to his knowledge. |
| 5.—None in hospital, and none absent. | 11.—ditto. |
| 6.—There has been no sickness since their arrival. | |

ANSWERS from the Indian Labourers.

- | | |
|--|--|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Received advance in India. | 10.—They are not hired out. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing in India. | 12.—Have not written or received letters. |
| 5.—They do not complain. | 13.—Have no money in their master's hands; the committee explained to them the nature of the savings bank. |
| 6.—Receive medical attendance. | 14.—Have not been long enough here to enable them to judge of the place. |
| 7.—They understand it. | |
| 8.—Were originally engaged for Mr. <i>Beauvais</i> . | |

Appear healthy and satisfied.

No. 28.—Mr. *Jarry's* Establishment, Bakery.

- | | |
|--|---|
| 1.—23 from Calcutta, 1st July 1838. | 7.—Not applicable. |
| 2.—None. | 8.—Too short a time here to have saved money. |
| 3.—Not applicable. | 9.—No he had not, the committee explained to them the nature of the savings bank. |
| 4.—Two died on the passage and one here, not included in the 23. | 10.—Not to his knowledge. |
| 5.—One sick ever since his arrival; none absent. | 11.—ditto. |
| 6.—One, none absent. | |

ANSWERS from the Indian Labourers.

- | | |
|---|---|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Received advance in India. | 10.—Are not hired out. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing in India. | 12.—Have not written or received letters. |
| 5.—Do not complain. | 13.—Have no money in their employer's possession; the committee explained to them the nature of the savings bank. |
| 6.—Receive medical attendance. | 14.—Have nothing to complain and would speak favourably of the place. |
| 7.—They understand it. | |
| 8.—Were originally engaged for Mr. <i>Jarry</i> . | |

Appear healthy and satisfied.

MAURITIUS.

8th Day's Proceedings, 7th November 1838.

No. 29.—Messrs. *Brouard & Lagesse*, Cart Establishment.

- | | |
|--|---|
| 1.—13 from Calcutta, in August last. | 7.—Not applicable. |
| 2.—None. | 8.—Have no money in their hands. |
| 3.—Not applicable. | 9.—No, they had not, because they have no money |
| 4.—Three deaths since their arrival, and one on board from accident, not included in the 13. | 10.—Not to his knowledge. |
| 5.—None sick, none absent. | 11.—ditto. |
| 6.—Cannot say; none absent. | |

ANSWERS from the Indian Labourers.

- | | |
|--|---|
| 1.—Satisfied. | 9.—Not applicable. |
| 2.—Received advance in India. | 10.—Are not hired out. |
| 3.—Satisfied. | 11.—Know where to apply for redress. |
| 4.—Received clothing in India. | 12.—Have not written or received letters. |
| 5.—Do not complain. | 13.—Have not been long enough here to save money; the committee explained to them the nature of the savings bank. |
| 6.—Receive medical attendance. | 14.—Have nothing to complain of the place. |
| 7.—They understand it. | |
| 8.—Originally engaged for their present employers. | |

Appear healthy and contented.

No. 30.—Messrs. *Reynaud & Co.*, Butchers.

- | | |
|--|--|
| 1.—11 from Cochin in May last. | 7.—Not applicable. |
| 2.—None. | 8.—Have no money in their hands. |
| 3.—Not applicable. | 9.—Had not done so. |
| 4.—No deaths. | 10.—Yes, they have written, and he sent them by the bark "Manchester." |
| 5.—None sick; none absent. | 11.—Not to their knowledge. |
| 6.—They have all been healthy since their arrival. | |

ANSWERS from the Indian Labourers.

- | | |
|--|---|
| 1.—Satisfied. | 10.—Are not hired out. |
| 2.—Receive pay regularly. | 11.—Know where to apply for redress. |
| 3.—Satisfied. | 12.—Some of them have written and sent their letters through their employer. |
| 4.—Received clothing in India. | 13.—Have not saved any money since their arrival; the committee explained to them the nature of the savings bank. |
| 5.—They do not complain. | 14.—Yes, they would speak favourably of the island, on their return to India, to their countrymen. |
| 6.—Receive medical attendance. | |
| 7.—They understand it. | |
| 8.—Originally engaged for their present employers. | |
| 9.—Not applicable. | |

Appear healthy and contented.

No. 31.—Mr. *J. Christia*, Coachmaker.

- | | |
|--|---|
| 1.—14 from Calcutta, 2 July 1838. | 7.—Not applicable. |
| 2.—None. | 8.—One man has two rupees and a half in his hands; the men appear disposed to save money. |
| 3.—Not applicable. | 9.—No, he has not as yet done so. |
| 4.—One died on board, not included in the 14. | 10.—Not to his knowledge. |
| 5.—None sick; none absent. | 11.—ditto. |
| 6.—Have all been healthy since their arrival; none absent. | |

ANSWERS from the Indian Labourers.

- | | |
|--|--|
| 1.—Satisfied. | 10.—Are not hired out. |
| 2.—Received advance in India. | 11.—Know where to apply for redress. |
| 3.—Satisfied. | 12.—Have not written or received letters. |
| 4.—Received clothing in India. | 13.—One man has two and a half rupees in his employer's hands; the committee explained to them the nature of the savings bank. |
| 5.—They do not complain. | 14.—They have nothing to complain of, and would speak favourably of the island, on their return to India, to their countrymen. |
| 6.—Receive medical attendance. | |
| 7.—They understand it. | |
| 8.—Were originally engaged for Mr. Christia. | |
| 9.—Not applicable. | |

The

The men are healthy, and perfectly satisfied with their employer, who, they state, gives them eight different articles of food, not mentioned in the engagement.

(signed) *C. M. Campbell.*
J. Hugon.
J. Villiers Forbes.
W. Bury.
C. Anderson.

To the Committee of Inquiry on the Indian Labourers.

Gentlemen,

Colonial Secretary's Office, 17 Nov. 1838.

His Excellency the Governor directs me to acknowledge the receipt of your letter of the 13th inst., giving cover to the evidence taken by you with regard to the Indians employed in Port Louis, in the different establishments therein named; and as he does not perceive the signature of Mr. Special Justice Anderson, either to the letter or the abstract of evidence, his Excellency wishes to know whether it was withheld designedly, and, if so, on what account?

I have, &c.
(signed) *G. F. Dick*, Colonial Secretary.

The Honourable the Colonial Secretary.

Office of the Committee on Indian Labourers,
Port Louis, 19 Nov. 1838.

Sir,

WE have the honour to acknowledge the receipt of your letter of the 17th inst., and beg to state that Mr. Special Justice Anderson declined signing our letter of the 13th inst., because it did not touch upon certain general points on which his opinions were fixed, whereas we considered, at this early stage of our proceedings, that the expression of any such opinions would have been premature.

Mr. Anderson having signed the proceedings, his objections to signing the abstract and letter he will fully detail in his reply to the duplicate of the letter now under acknowledgment.

We have, &c.
(signed) *C. M. Campbell.*
J. Villiers Forbes.
J. Hugon.
W. Bury.

The Honourable the Colonial Secretary.

Special Magistrate's Office, Port Louis,
19 November 1838.

Sir,

THE Governor having been pleased, through your letter of the 17th inst., to communicate to "the Committee of Inquiry on Indian Labourers," that his Excellency had remarked the absence of my signature to the letter and the abstract of evidence with regard to the Indians employed in Port Louis, which were addressed to you by the committee on the 13th inst., and to express a desire to be informed if my signature was designedly withheld, and, if so, on what account? I have the honour to state, for his Excellency's information, that my signature was intentionally withheld for the reasons which I now beg leave to submit.

As the means of facilitating reference to such a mass of papers, I fully approved of the principle on which the abstract of evidence was adopted. It was drawn up, however, in a manner which not only did not express the opinions which I had formed on the evidence which had been received by the committee, but which appeared to me to be at variance with that evidence, and calculated to mislead any person who might have recourse to the abstract for the purpose of forming a judgment on the question at issue: under these impressions, I could not feel justified in signing such a document.

To the 4th paragraph of the letter of the 13th I could not subscribe, because I had avowed my decided opposition to the opinions which it expresses, instead of considering that "further remarks" would have been "premature," on an inquiry which was completed, with respect to Port Louis, I communicated to the committee my anxious desire, that his Excellency should immediately be made acquainted with the detailed opinion of its members on the general state and condition of the Indian labourers in the town, where, as one of the committee, I regret to say that I could discover nothing to warrant the conclusion which might be drawn from the expression with which the letter of the 13th inst. terminates, as I had seen much which in my opinion required immediate remedy, and merited marked reprobation.

During the discussions which took place in the committee, it did not appear to me that my opinion differed materially from that of the majority of its members; but as their letter to you of the 13th induces me now to suppose that I must have been mistaken in this respect,

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his Excellency will perhaps expect to receive from me the general conclusions at which I have arrived, from what I have personally heard and seen during the progress of the inquiry, and I shall now proceed to submit them in as few words as possible.

In a report on the state and condition of the Indian labourers in Port Louis, which, as a special magistrate, I was directed to make to his Excellency in the month of January last, I stated my incompetence to fulfil that duty in a satisfactory manner, with the means which were then within my reach, and my report was made from the best general information which I could procure.

The power of minute investigation, with the assistance of interpreters, which has been vested in the present committee, has afforded ample means of forming a correct judgment, and its result has convinced me that the Indian labourers employed in this town are generally fed, clothed, and paid with but little deviation from their agreements. With a few exceptions, however, they are treated with great and unjust severity by overwork, and by personal chastisement; their lodging accommodation is either too confined and disgustingly filthy, or none is provided for them; and in cases of sickness, the most culpable neglect is evinced in withholding the accommodation, the advice, and the attendance which the utter helplessness of the sufferers so urgently requires. From the various periods at which different bands have arrived, even on the same establishment, it would require considerable time and labour to make a correct calculation of the proportion of deaths annually; but I am inclined to believe that they would be found to amount to eight or nine per cent. None of the establishments in Port Louis have sufficient hospital accommodation for their sick, and the expense of placing them in the public hospital will always be offered as an excuse by the employers for not having recourse to it; but I am convinced that it is there, and there only, that serious complaints can meet with the necessary care and attention.

In most of the establishments little or no importance is attached to indulging the prejudices and customs to which Indians are known to cling so tenaciously. Their deplorable state of destitution in their own country is always advanced as an argument in favour of their improved condition here, without any reference to the change which takes place by their emigration, from comparative idleness and indolence, with the full enjoyment of all their natural prejudices, to severe and unremitting labour under many painful restrictions.

Many of them have actually been kidnapped from their own country, which they have all been induced to leave under circumstances of gross fraud; and it is a source of astonishment to me that any body of freemen, whatever may have been their former condition, should have borne, with the patience and forbearance which the Indian labourers at Port Louis have displayed, the bitter disappointment which must have attended their introduction into this island.

To induce them to come here, their ignorance is worked upon in India by the most false and deceitful representations; and the robbery and pillage which has been practised on them in Calcutta would scarcely be credited, if the fact was not established by the most convincing testimony. They reach this colony after having been robbed of six months' pay, which is advanced in India; and when here their comfort is in every way neglected, while they are compelled, by the engagements to which their own ignorance and the avarice of others have bound them, to toil during five years for a recompence bearing no proportion to the work to which they are subjected, when compared with the common estimation of the value of labour in this colony, or to the sum which they would earn if they had the free disposal of their own time.

The harsh treatment which has been adopted or permitted by many of the employers cannot in any shape be justified in itself, and when added to the other objectionable parts of the present system, must show the necessity of applying a sure and speedy remedy, if free labour is to be placed on that footing which sound policy, justice, and common humanity would dictate.

I have, &c.

(signed) C. Anderson,
Superintending Special Magistrate.

To C. Anderson, Esq., Superintending Special Justice.

Sir,

Colonial Secretary's Office, 29 November 1838.

1. I HAVE laid before the Governor your letter of the 19th instant; and, with reference to the following extracts from it, I am directed by his Excellency to request that you will specify the circumstances which have led you to the conclusions there stated.

"With a few exceptions, however, they are treated with great and unjust severity by overwork and by personal chastisement; their lodging accommodation is either too confined, and disgustingly filthy, or none is provided for them; and in cases of sickness the most culpable neglect is evinced, in withholding the accommodation, the advice, and the attendance which the utter helplessness of the sufferers so urgently requires."

"In most of the establishments little or no importance is attached to indulging the prejudices and customs to which Indians are known to cling so tenaciously."

"The harsh treatment which has been adopted or permitted by many of the employers cannot in any shape be justified in itself, and when added to the other objectionable parts of the present system, must show the necessity of applying a sure and speedy remedy, if free labour is to be placed on that footing which sound policy, justice, and common humanity would dictate."

2. The

INDIAN LABOURERS IN THE MAURITIUS.

2. The Governor wishes also that you would report what you have seen which you conceive requires immediate remedy and marked reprobation.

MAURITIUS.

I have, &c.
(signed) G. F. Dick,
Colonial Secretary.

The Honourable the Colonial Secretary.

Sir,

Special Magistrate's Office, Port Louis, 30 Nov. 1838.

In compliance with the wishes of the Governor, communicated to me by your letter of the 29th instant, I have now the honour to state the circumstances which led to the conclusions on the state of Indian labourers submitted to his Excellency in my letter to you of the 19th instant; and for the sake of perspicuity, I will deal with the subjects of objection in the order in which that letter presents them.

Over-work.—At all the establishments where the employment is that of carters and porters, the work commences at sunrise, and, with the exception of a very limited interval for breakfast, is continued generally without other intermission until dark, and often for several hours by moonlight. I myself have frequently seen bands of Indians driving wood and rice at ten o'clock at night, and many of them complained to the committee that they had not sufficient time to eat their meals, and that their work was too severe.

The non-prædial apprentices who are employed in similar occupations cannot be worked without their own consent during more than nine hours daily, while the Indian carters and porters are compelled to labour for 14 or 15 hours, and that without any sustenance after their breakfast until they retire for the night, however late the hour may be. The proprietors of establishments of this description assert that their work is uncertain, and requires great periodical exertion; but I cannot admit that excuse for the system which I have thought it necessary to condemn, and which must prove injurious to the health of men so little accustomed to severe bodily exertion as the Indians who come here are admitted to be.

Personal Chastisement.—The complaints of this nature to the committee, if my memory is correct, were chiefly confined to the establishments of Mr. F. Berger, Messrs. Tayler & Tyack, and Messrs. Giquel & Co.; but it is a matter of public notoriety that the system is carried to a great extent at Messrs. Worthington & Co.'s and elsewhere. This may be ascertained by a reference to the *juge de paix*. On the establishment of Mr. Worthington, the proprietor vehemently objected to its being communicated by the committee to the Indians how they were to apply for redress when they were beaten by their masters, although there was no objection to a similar communication for all other objects. The complaints against Mr. Berger and Messrs. Tyack & Co. were loud and strong, and in the establishment of the former convincing marks of most severe stripes were exhibited to the committee by several individuals. Mr. Berger met this by threatening the complainants in the presence of the committee; and Mr. Tyack stated, that he left all the management of the Indians in his employment to his servants.

When it was communicated to Mr. Giquel by the committee that his Indians complained of being beaten by the person under whose immediate direction they were, he instantly discharged him.

Knowing, as three of the members of the committee did, what takes place in Mr. Worthington's establishment, with reference to bodily correction, there was some surprise expressed that it had not been alluded to by the Indians. I confess that I attributed their silence to intimidation, and I proposed, with a view to avoid this in our subsequent proceedings, that our questions should be put to the Indians when free from that restraint which, in the case of apprentices, is always felt in the presence of their master. But this suggestion was overruled; and, in my opinion, the only means of producing in the written evidence the full extent of the information which the committee was employed to search for, was consequently abandoned.

Lodging Accommodation.—On this head, my observations will be of a very general nature, for I am compelled to state, that I only saw on two establishments (Mr. Wilson's and Messrs. Watson & Co.'s) any sleeping-place which I could consider fit for the purpose to which it is devoted.

I did not expect to see separate rooms allotted to each individual, but I think they have a right to expect sufficient space and protection from the weather, accompanied by the free circulation of air, and that attention to cleanliness, without which health cannot be preserved.

In no instance have the Indians in Port Louis, so far as I have seen, anything but the bare floor provided for them; and they are generally crowded together in places where respiration would be thought almost impossible in such a climate, particularly when surrounded by the filth which invariably attends them, with the exception of the two establishments which I have mentioned. At Mr. Berger's and Mr. Lesur's the sleeping-places are over the stable of the mules, where there is an accumulated mass of filth of every description, from which the smell above was so offensive, that I could not remain in the sleeping-loft for five minutes without suffering most disagreeably, and the inconceivably dirty state of the lofts themselves

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themselves added considerably to this sensation. Messrs. Tayler and Tyack declared that they had no sleeping-place for their Indians, who are therefore obliged to have recourse to a stable or a verandah during the night.

Accommodation of, and Attendance on the Sick.—The hospitals on the establishments which I have seen, are generally more calculated to increase disease than to alleviate its sufferings; and I think some of them cannot be visited by an impartial observer without exacting from him the observation, that they are unfit for the reception of human beings.

From a place of this description, an Indian was brought before the committee by his comrades in such a state of attenuation as to have become a perfect skeleton; he could not stand without the assistance of three men, and although he had been for weeks in this state, his companions declared that he had neither received medical advice or any kind of attention. It is true that the master denies this, and asserted that a medical man occasionally attended his establishment; but he had no journal to produce, or anything else to corroborate his statement. * On another establishment, a man, evidently suffering under severe disease, presented himself to the committee to complain that he had been compelled to work for two months when he could hardly walk; and the employer admitted that he had neither a hospital or a medical attendant for his establishment, and that he had considered the man's illness as a mere pretence for idleness.

Prejudices and Customs of the Indians.—Much of the comfort and happiness of an Indian depends on the unrestrained pursuit of the prejudices in which he has been brought up, and the employer who attends to this feeling will benefit by his prudence, while he who neglects it will certainly suffer from complaint and discontent.

This was strongly manifested in an establishment where, in other respects, the Indians were very well treated; but, in consequence of a desire to give them food which differed from that provided by their agreement, and their cooking-place being the same as that used by the apprentices, they became very much discontented.

After what I have stated in this and in my previous letter, I cannot help again expressing my firm conviction that the state of the Indians requires some immediate regulations to protect them from over-work, to provide them with proper accommodation, and to secure to them that attention in sickness, and to their general comfort, from which the employers and their servants would reap a mutual benefit, but which I believe to be neglected in a degree which I must continue to consider highly culpable.

I have, &c.

(signed) C. Anderson,
Superintending Special Magistrate.

The Committee of Inquiry on Indian Labourers.

Gentlemen,

Colonial Secretary's Office, 1 December 1838.

With reference to the communication made to you on the 17th ultimo, I have received his Excellency the Governor's directions to forward to you the explanations furnished by Mr. Special Justice Anderson for declining to sign the summary of evidence forwarded in your letter of the 13th ultimo, for any observations which you may find these explanations to require, where they are at variance with the evidence transmitted by you.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

The Honourable G. F. Dick, Colonial Secretary.

Sir,

Port Louis, 5 December 1838.

1. We have the honour to acknowledge the receipt of your letter of the 1st instant, with its enclosures (two letters from Mr. Special Justice Anderson, under date the 19th and 30th ult., in explanation of his declining to sign the summary of evidence forwarded in our letter of the 13th ult.), requiring us to make any observations, where his explanations are at variance with the evidence transmitted by us, and signed by him and the other members of the committee. We accordingly beg to submit to his Excellency the Governor the following observations.

2. In the second paragraph of Mr. Anderson's letter, he remarks that "the Abstract was drawn up in a manner which not only did not express the opinions which he had formed on the evidence which had been received by the committee, but appeared to him to be at variance with that evidence, and calculated to mislead," &c. We beg to remark, that the Abstract from the proceedings was drawn up with a view merely to facilitate reference to them, and not to express the opinions of the committee; it cannot be a matter of surprise, therefore,

therefore, that Mr. Anderson did not find his opinions expressed therein, although he signed the proceedings *en masse* from which the Abstract was made; a reference to the same will show whether "the Abstract be at variance with the proceedings, and calculated to mislead," or not. We beg to state, that after a careful examination of both documents, we do not find any discrepancy, and are at a loss to conceive how Mr. Anderson could feel justified in signing the one document, and refusing to sign the other.

3. With respect to paragraph three, wherein he remarks that he had "seen much which in his opinion required immediate remedy, and merited marked reprobation," we will merely observe that, as he did visit with the committee only 12 out of 31 establishments (other duties requiring his presence elsewhere), his opinion cannot in any way be said to result from the whole of the evidence obtained by the committee, but from other sources of information.

4. With reference to that part of paragraph six, wherein Mr. Anderson, from his personal inspection of 12 establishments only, arrives at such a sweeping conclusion as his remark conveys, "that with few exceptions the Indians are treated with great and unjust severity, by over-work and personal chastisement," &c., we cannot refrain from observing that the only establishments seen by him with the committee, wherein the remarks in any way apply, were, Messrs. Berger's, Taylor & Tyack's, and Giquel & Co's., to which establishments our letter of the 13th November called the attention of Government. We could not, therefore, without injustice to the other establishments, coincide in opinion with Mr. Anderson in his general view of the case.

5. It is remarked in the seventh paragraph, that in most of the establishments "little or no importance is attached to indulging the prejudices and customs to which Indians are known to cling so tenaciously." We would beg to observe, that in one establishment alone, viz. Mr. Dioré's, did the Indians make any complaint of the kind. We are at a loss to conceive how one solitary exception can justify such a general assertion.

6. We can neither deny nor admit the fact of "kidnapping, fraud, and deceitful representation," stated by Mr. Anderson, in the eighth and ninth paragraphs of his letter, to have been employed in bringing Indians to the Mauritius, as most of the questions put to them by the committee, had reference only to their treatment and feelings since their arrival; nothing, however, in the evidence received could lead any unbiassed mind to the same conclusion as Mr. Anderson has arrived at. Only one man at Messrs. Watson & Co's expressed himself in a way to support the statement made of "bitter disappointment" being general; the man was a massaljee or torch-bearer, who had evidently misunderstood the purpose for which his services were engaged. We noticed in the proceedings that the complaint of having been plundered of their six months' advances, was made by the Bengal men only.

7. Although the pay of Indians is below the present rate of town wages, most of them expressed themselves as satisfied. We doubt the disproportion being so great as implied, when the expense of their introduction is taken into consideration; for we saw in one establishment (Mr. Des Etang's), 29 men from Bombay, originally introduced by Mr. Bickajee in 1831 and 1832, who have twice voluntarily entered into new contracts at eight rupees a month in the first instance, and 10 rupees in the second. Eleven other men, introduced by Mr. Lafauche from Bengal, had formed new engagements with Mr. Des Etang at the rate of 10 rupees per month.

8. We agree perfectly with Mr. Anderson, as to the unjustifiableness of harsh treatment to Indians, but we are of opinion that he is not borne out by the evidence we received, in his assertion of its "being adopted or permitted by many of the employers."

9. We now proceed to make a few observations on Mr. Anderson's letter of the 30th ult., and will endeavour to point out where his remarks are not supported by the evidence taken by the committee; we will, as much as possible, follow the same order as therein observed.

10. *Over-work.*—There were only three establishments in which any complaints at all were made, with regard to the duration of work, viz. Messrs. Berger's, Taylor & Tyack's, and Duclos. The readiness with which the men complained in that respect at Mr. Berger's, showed that they did not consider themselves bound to work after sunset, and that they thoroughly understood that part of the agreement which fixes the hours of labour from sunrise to sunset, with an intermission of three hours for meals. From our knowledge of the character of the natives, we are confident that they could not be forced to work beyond the stipulated hours, without due compensation, either in money or immunity from labour at other hours during the day; the assertion of their being "compelled to work for 14 or 15 hours," is at complete variance with the declaration of the Indians themselves, with the few exceptions recorded in the proceedings.

11. *Personal Chastisement.*—We have already recorded that some of the Indians on the three establishments alluded to by Mr. Anderson, complained of personal chastisement; but it was only at Mr. Berger's (where general discontent existed) that two men showed marks of stripes on their thighs. An allusion is made to the establishment of Mr. Worthington, as one on which personal chastisement, carried to a great extent, had long been notorious. We can say nothing of the previous existence of such an abuse on that establishment, and

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Par. 5, Colonial
Secretary's Letter,
15 Oct. 1838.

can only infer its having been discontinued or repressed, from the evidence we received. Complaints were made about the quantity of food, which showed that the men were not intimidated by the presence of their employers.

12. The instructions conveyed to the committee would have precluded the adoption of Mr. Anderson's suggestion of examining the Indians out of the presence of the employers, had not all the other members of the committee (from their practical knowledge of the natives of India) been convinced that such a course would have been not only invidious in itself, but totally unnecessary. There is no similitude in the position of the Indian and that of the apprentice; the latter cannot but feel restraint in the presence of the individual whose property he was but yesterday; that the former does not entertain the same feeling, was amply illustrated by the complaints made in presence of the employers, trifling and frivolous in some establishments, but "loud and strong" in two, as noticed by Mr. Anderson himself. The mutual recriminations which took place between Mr. Berger and his men, ought to have been sufficient to have convinced an unbiassed mind, that the presence of the employer did not place the Indian under any restraint in the expression of his feelings.

13. *Lodging Accommodation.*—With regard to the accommodation provided for the Indians, a reference to the proceedings will show that Mr. Anderson, in his remarks under that head, has generalized the exceptions; in very few establishments has the committee found a wilful neglect of the comforts of the Indians; in some they had so lately arrived, that there had not been time to make suitable arrangements. It would be unfair to tax the employers with the filthy habits of their servants. Had Mr. Anderson ever visited India, he would not have cited as a hardship their having to repose on the "bare floor," as it is consonant to their habits; even rich natives are accustomed to sleep on a mat spread on the mud floors, in the verandahs, or on the flat roofs of their houses.

14. *Accommodation of, and Attendance on the Sick.*—We beg to differ in opinion with Mr. Anderson, in regard to the places set apart for the sick on the different establishments: with the few exceptions already specified, we found them sufficient for the purpose. We must confess that in some of them cleanliness was not strictly attended to. The excited feelings of dissatisfaction evinced by Mr. Berger's men from the beginning, induced them to bring out of the hospital, supported by two or three men, the sick man alluded to, evidently with the intent of aggravating their grounds of complaint against their employer, who assured the committee that his establishment was regularly attended by Dr. Salesse and a native doctor. Any doubt of the veracity of Mr. Berger could easily be cleared, by a reference to Dr. Salesse. With regard to the other case at Messrs. Tayler & Tyack, there certainly was carelessness, and it was recorded on the proceedings.

15. *Prejudices and Customs.*—It is unnecessary for us to make any further remarks, as we have already touched on this subject in paragraph five.

16. We will, in conclusion, refer to the proceedings themselves for further proof of the generalization of isolated facts, which is shown in the two letters under reply; we have no hesitation in again asserting, that from what the committee have seen in Port Louis, we could not do otherwise than report favourably on the general question, were we called upon to do so without further investigation and experience.

We have, &c.

(signed) C. M. Campbell.
J. Villiers Forbes.
J. Hugon.
W. Bury.

The Chief Secretary to Government, Fort William.

Sir,

Colonial Secretary's Office, 6 December 1838.

I HAVE the directions of his Excellency the Governor of Mauritius to transmit to you, for the information of the Indian Government, the enclosed return, showing the number of Indian labourers introduced into this colony from Calcutta between the 1st August 1834 and the end of October last.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

INDIAN LABOURERS IN THE MAURITIUS.

41

STATEMENT showing the Number of COOLIES introduced into the Colony from
Calcutta, from 1st August 1834.

MAURITIUS.

NAME OF VESSEL.	DATE OF ARRIVAL.	MEN.	WOMEN.	CHILDREN.
Sarah	1 August 1834	39		
Atlas	2 Nov.	36		
Vesper	13 Jan. 1835	167		
Peter Proctor	15 Feb.	50		
Vesper	22 August	153		
Avoia	14 Sept.	32		
Drongan	20 Sept.	236		
Maren	20 Sept.	8		
Esther	30 Sept.	172		
Demerara	12 Oct.	47		
Heyworth	3 Nov.	22		
Edmond Castle	30 Nov.	146		
Elizabeth	14 Dec.	77		
Protector	15 Dec.	179		
Sir Herbert Taylor	19 Jan. 1836	208	2	1
Drongan	5 May	70		
Edmond Castle	8 June	46		
Sir John Rae Reid	15 June	15	1	
Thalia	17 June	312	18	2
William Wilson	18 June	62		
Nerbudda	27 June	288		
Africanus	5 Oct.	75		
Indian Oak	17 Oct.	204		
Eumée	21 Oct.	211	15	4
Juliana	28 Oct.	394	24	3
Sophia	19 Oct.	335	10	5
Cavendish Bentinck	22 Nov.	259	26	
Henry	23 Nov.	20		
British Monarch	25 Nov.	169	7	1
Sir John Rae Reid	20 Nov.	8		
Ajax	21 Nov.	35		
Lady FitzHerbert	21 Nov.	76		
Ceres	24 Nov.	24		
John Bagshaw	1 Jan. 1837	269	10	3
Henry Tanner	9 Jan.	244	4	
Charles Dumergue	18 Jan.	78	2	3
Helen	24 Jan.	100		
Emily Jane	28 Feb.	27		
William Wilson	6 March	198		
Regia	13 March	177	17	
Eagle	28 March	82	4	1
Indian Oak	3 April	201		
Mary Taylor	20 April	25		
Peter Proctor	24 April	50		
Moulmein	1 May	25		
Hooghly	6 May	125	9	3
Euphrasia	15 May	297		
Virginia	15 May	101	1	
Herefordshire	20 May	147		
Ajax	25 May	49	2	2
John Bagshaw	25 May	159	8	3
Henry Tanner	28 May	62		
Prince Regent	28 May	186	8	18
Earl Grey	20 June	37	1	2
Britannia	8 July	49		
Mernaïd	18 July	30		
Belzoni	9 August	175		
Carnatic	1 Sept.	139		
Miranda	8 Sept.	214		
Hooghly	30 Sept.	40		
Donna Carmelita	1 Oct.	86		
Baïght Ha ne	21 Oct.	16		
Amwell	22 Oct.	30		
John Bagshaw	28 Oct.	176		
Luminy	29 Oct.	6		

MAURITIUS.

NAME OF VESSEL.	DATE OF ARRIVAL.	MEN.	WOMEN.	CHILDREN.
Baboo - - - - -	1 Nov. 1837	105		
Moulmein - - - - -	5 Nov. —	47		
Parland - - - - -	8 Nov. —	178		
Mary - - - - -	28 Nov. —	52		
Belzoni - - - - -	30 Nov. —	167		
Thomas Snook - - - - -	1 Dec. —	58		
Donna Pascoa - - - - -	11 Dec. —	342		
Arab - - - - -	10 Jan. 1838	103		
Indian Oak - - - - -	14 Jan. —	196		
Victoria - - - - -	18 Jan. —	100		
Elizabeth - - - - -	26 Jan. —	185		
Alfred - - - - -	28 Jan. —	27		
Majestic - - - - -	1 Feb. —	163		
Raj Ranee - - - - -	20 Feb. —	176		
Donna Carmelita - - - - -	1 March —	45		
Herefordshire - - - - -	12 March —	71		
Christopher Rawson - - - - -	16 March —	285		
Helen - - - - -	9 April —	162		
Lord Auklard - - - - -	20 April —	144	10	5
Cavendish Bentinck - - - - -	14 May —	148		
Euphrasia - - - - -	23 May —	168		
Earl Clara - - - - -	5 June —	460		
Donna Pascoa - - - - -	28 June —	420		
Lancier - - - - -	11 July —	144		
Donna Carmelita - - - - -	22 July —	100		
Indian Oak - - - - -	4 August —	258		
Victoria - - - - -	5 Sept. —	241		
Lord Auklard - - - - -	1 Oct. —	230	3	
Apollon - - - - -	12 Oct. —	98	1	
William Lockerby - - - - -	24 Oct. —	109	3	
Cashmere Merchant - - - - -	24 Oct. —	234	12	
		12,994	198	51

Police Department, Port Louis,
20 November 1838.

(signed) John Finnis,
Chief Commissary of Police.

Messrs. Campbell, Forbes, Bury & Hugon.

Gentlemen,

Colonial Secretary's Office, 31 December 1838.

1. I HAVE had the honour to lay before the Governor your letter of the 5th instant, in answer to the observations of Mr. Special Justice Anderson, in regard to the report of the committee appointed to inquire into the state and condition of the Indian labourers here with respect to those in Port Louis.

2. The manner in which Mr. Anderson's statement, that the prevalence of personal chastisement in the establishment of Messrs. Worthington & Co. was matter of public notoriety, and known to three members of the committee, has been noticed, is not, in his Excellency's opinion, satisfactory; and he thinks that, with such information in their possession, the investigation of the committee into the existence of such an abuse should have been full and searching.

3. The third paragraph of your letter of the 13th November did intimate that some interference might be necessary with regard to the accommodation, medical treatment, and time allowed for meals, but in terms not sufficiently strong to mark the necessity of such interference, as shown by Mr. Anderson's letters and your answer; and the Governor trusts that, in your future proceedings, you will perceive the necessity of fully entering into such inquiries, and of eliciting all the facts in similar cases, in order to leave no doubt or question with regard to them.

4. His Excellency is disposed to be satisfied in much of the explanation you have afforded in answer to Mr. Anderson's statements, and to consider that that gentleman may have generalized too much, and may have derived his information from other sources than the evidence given before the committee; but his Excellency quite concurs with Mr. Anderson in thinking that the criterion of comfort and convenience for the Indians should be taken from those of their own class in this island, and not from what they may have been used to in their own country.

I have, &c.
(signed) G. F. Dick, Colonial Secretary.

The Committee of Inquiry on the Indian Labourers.

Gentlemen,

Colonial Secretary's Office, 31 December 1838.

1. I HAVE had the honour to lay before his Excellency the Governor the report of your proceedings in the inquiry into the state and condition of the Indian labourers employed in the town of Port Louis; and I have received his Excellency's directions to intimate to you his approval of the series of questions you have put to the Indians, as well as to the masters; but he thinks that the committee should not limit themselves to these questions, but extend them, as occasion may require, to others calculated to elucidate the real situation of these people in the different establishments in which they work, which his Excellency is most desirous of having very fully ascertained.

2. For this purpose, the Governor requests that, in the prosecution of your inquiries in the country districts, you will be careful to note down in full detail the whole of the evidence which is calculated in any way to establish clearly and satisfactorily the condition and state of the Indians upon the different estates and establishments.

3. The lodging accommodation afforded to the Indian labourers by their respective employers being a point on which their health and comfort are essentially dependent, his Excellency is desirous that the committee should particularly inquire into the manner in which they are lodged on the different habitations, and that your report thereon should be full and particular.

4. The mortality which has prevailed among the Indian labourers, as well on the voyage as after their arrival here, and more particularly upon some estates and establishments, has been the source of deep regret to his Excellency, and renders it necessary that your inquiries should be most minute as to the medical aid and hospital treatment afforded to them by their respective employers. You will be pleased, therefore, carefully to register the name of the medical attendant of each estate, and the number of his periodical visits, as well as in describing the hospital accommodation provided for the sick. And you will, as far as may be in your power, take care to ascertain whether medical assistance to the sick is timely afforded; endeavouring to impress upon the master that in the medical treatment of Indians, much depends on that treatment being timely administered.

5. It should be an object of your inquiry also to ascertain whether the Indian labourers are not employed on work of a severer description than that which they have, under their agreements, engaged to perform, and whether their hours of work are not prolonged beyond what may fairly and reasonably be expected by their employers under those engagements.

6. It will be desirable that you should note the conditions of the several agreements in a summary way, so that they may easily be compared with each other, and their various discrepancies stated, with a view to their being remedied by the adoption of some general system hereafter; and also the hours of work on each estate, in order to the introduction of some regulations to establish uniformity in that respect. Moreover, you should apprise the masters, as well as the men themselves, that, unless in cases of urgency or necessity, Sunday labour is not legal, whatever stipulation there may be in their agreements to the contrary.

7. Your inquiries should further be directed very particularly to ascertaining whether the Indians are subject to personal restraint, or other punishment or maltreatment, on the part either of their masters or of those employed under them.

I have, &c.

(signed) G. F. Dick, Colonial Secretary.

Messrs. Forbes, Bury & Hugon.

Gentlemen,

Colonial Secretary's Office, 4 January 1839.

In answer to your letter of 13th November last, his Excellency desires me to intimate to you that he cannot suppose that there will be any disposition on the part of the Indian Government, to object to the advances which may be made to you here, to enable you to meet the expense attending the execution of the duty with which you have been charged by desire of the President in Council of Bengal, and which is entirely for the satisfaction of that Government, otherwise his Excellency would not have given his assent to any issues from the colonial treasury. The Governor has therefore instructed me to inform you, that he does not, under any circumstances, hold you responsible for the amount of such travelling allowance.

His Excellency has no data by which to regulate what that allowance should be, but he will order an advance to be made to you, at the rate of 1*l.* each per diem, from the colonial treasury, on this account; subject to such further remuneration, on the inquiry being concluded, as you may have claim to, should your expenses exceed that sum.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

MAURITIUS.

The Honourable G. F. Dick, Colonial Secretary.

Sir,

Port Louis, 16 January 1839.

We have the honour to acknowledge the receipt of your letter of the 4th instant, and with the understanding that his Excellency will not hold us responsible to the Indian Government for the amount of the travelling allowance we may find it necessary to draw, and that should our expenses exceed the sum of 1*l.* each per diem, such claim would be taken into consideration, we will proceed in our tour with as little delay as possible.

We request you will do us the favour to submit our application for an advance of 50*l.* each, to enable us to make the necessary purchases.

We have, &c.

(signed) J. Villiers Forbes.
J. Hugon.
W. Bury.

G. F. Dick, Esq. Colonial Secretary.

Sir,

Fort William, 30 January 1839.

I AM directed by the Honourable the President in Council to acknowledge the receipt of your duplicate letter, dated the 31st October last, and in reply to state that his Honor in Council acknowledges, with much satisfaction, the prompt and efficient measures adopted by the Government of Mauritius to carry into effect the suggestions of the Government of India, and to fulfil its desire to obtain satisfactory evidence in respect to the real condition and treatment of the Indian labourers. His Honor in Council trusts that the result of the inquiries instituted will shortly be laid before his Excellency, and communicated to this government.

In the meantime, I am directed to request the attention of his Excellency may be drawn to the measures recently adopted by the Government of India, under the orders of the authorities in England, for the suspension of the licensed exportation of this class of labourers.

His Honor in Council cannot contemplate the necessity of appointing a commission of officers from India; the objects, in the view of this government, will be answered by an ascertainment, from time to time, that the labourers employed at the Mauritius are satisfied with their condition, or the contrary, with a view to a determination as to the expediency of taking measures to encourage or suppress the practice of emigration to that colony.

It has been suggested, in a letter of this department, dated the 23d instant, addressed to the secretary to the government of Fort St. George, that the letters of emigrant labourers may most conveniently be forwarded to their families by being sent under cover to the secretary of this department, whence, if the direction be sufficiently explicit, they will be transmitted to their destination, free of postage, under the care of the local authorities.

I have, &c.

(signed) H. H. Prinsep,
Secretary to the Government of India.

Sir,

Flacq, 18 February 1839.

We have the honour to forward the enclosed protest, received this morning, from the principal planters of the first section of Flacq, for submission to his Excellency the Governor, and request we may be favoured with further instructions as to our future proceedings. We shall do ourselves the honor of forwarding a fair copy of our proceedings up to the present date with as little delay as possible.

His Excellency has already approved of our mode of proceeding. It appears to the committee impossible to conduct the investigation in the mode proposed by the planters who have signed the protest, viz. that of examining each Indian separately, and recording each deposition, as also that of the planters themselves; such a course will change the nature of our duties to that of a tribunal, and in all probability lead to great excitement amongst the Indians.

We have, &c.

(signed) C. M. Campbell.
J. Villiers Forbes.
J. Hugon.
W. Bury.

To the Honourable G. F. Dick,
Colonial Secretary, &c. &c. &c.

Messieurs,

A Messieurs les Commissaires d'Enquête.

Les soussignés habitans de la 1ere section du quartier de Flacq appelaient de tous leurs vœux une enquête sur la situation de leurs laboureurs Indiens; ils l'attendaient avec d'autant plus d'impatience qu'elle allait démontrer au Gouvernement de l'Inde, la scrupuleuse exactitude avec laquelle les soussignés remplissent leurs engagements envers leurs laboureurs, la douceur et l'humanité avec lesquels ils les traitent, et combien la situation de ces individus est heureuse à Maurice.

Mais

Mais différents rapports sont parvenus aux soussignés, sur la manière dont cette enquête vient d'être formalisée dans la seconde section de ce quartier, and bien qu'ils s'empressent de reconnoître, Messieurs, qu'elle ne pouvait être confiée à des hommes plus impartiaux et plus consciencieux, ils éprouvent le regret de dire que cette enquête, telle qu'elle se fait actuellement, ne peut faire connaître le véritable état des choses, et n'offre pas aux propriétaires toutes les garanties qu'ils étaient en droit d'attendre.

Ils pensent donc dans leur intérêt, comme dans celui des laboureurs Indiens actuellement à leur service, devoir s'opposer à toute enquête sur leurs propriétés par les motifs suivans.

Premièrement. Il ne peut convenir d'interroger les Indiens en masse, parce que quelques uns seulement répondent; ce sont ordinairement les plus hardis et en même temps les plus indisciplinés, et ils peuvent par leurs discours, influencer le reste de la bande. Si l'on doutait de cette assertion, il n'y aurait qu'à consulter messieurs les assistans des juges de paix dans les divers districts, et l'on verrait que souvent, sur le prétexte le plus frivole, des Indiens quittent en masse une propriété, pour aller se plaindre, ils sont dirigés par un ou deux des plus indociles; mais rendus à la justice de paix, et lorsqu'ils ont été interrogés individuellement, il résulte presque toujours de leurs déclarations, qu'ils sont parfaitement traités chez leurs maîtres, qu'ils n'ont aucun motifs de se plaindre, mais qu'ils ont été entraînés par quelques uns de leurs camarades qui avaient envie de se promener, et qui par menaces les avaient obligés de les suivre.

Il était donc de toute nécessité pour que l'enquête actuelle pût faire connaître exactement la vérité, que tous les Indiens sur une propriété fussent interrogés mais individuellement et séparément les uns des autres, et c'est alors seulement que Messieurs les Commissaires d'Enquête auraient pu pénétrer la vérité, en opposant les uns aux autres, les diverses dépositions.

Deuxièmement. Parce que l'enquête devrait se faire contradictoirement, c'est-à-dire, que chaque demande faite à un Indien et sa réponse devraient être expliqués au propriétaire dans un langage qu'il comprend, afin que dans le cas de mensonge ou de calomnie, il puisse se justifier à l'instant, et même par une contre enquête s'il le jugeait convenable.

Troisièmement. Parce que dans le cas de plainte d'un Indien, les observations du maître devraient être constatées immédiatement au procès verbal; autrement toute latitude est accordée à l'attaque et rien à la défense.

Quatrièmement. Parce que l'enquête devrait se borner à savoir si chaque article de l'engagement contracté est fidèlement exécuté de part et d'autre, et si les Indiens sont traités avec douceur and humanité.

Les soussignés ont l'honneur d'être, &c.

(signé)	C. Goudreville.	Piat.
	Lebigot.	L. Darifat.
	Ch. Montocchio.	Nozaic.

Sir,

Colonial Secretary's Office, 28 February 1839.

HAVING laid before his Excellency the Governor your letter of the 18th instant, transmitting the protest of the principal inhabitants of the first section of the Flacq District against the manner in which the inquiry into the state and condition of the Indian labourers is conducted, I have been directed to express his Excellency's regret at a proceeding on the part of the inhabitants so calculated to produce an unfavourable impression elsewhere, and to intimate to you that his Excellency considers it advisable that the inquiries of the committee should cease as soon as they shall have completed the examination on those estates in the Flacq District where no opposition may be made by the proprietors.

I have, &c.

To C. M. Campbell, Esq, President of the
Committee of Inquiry on Indians.

(signed) Geo. F. Dick,
Colonial Secretary.

Sir,

Flacq, 16 March 1839.

1. We have the honour to forward, for submission to his Excellency the Governor, our proceedings up to the 12th instant, comprising the inquiry we have made into the state and condition of the Indian labourers on 22 estates in this district.

2. We have found on every estate proper accommodation for the labourers, with a hospital proportionate to the number of men employed (with one exception, Mr. Fabre's estate). There are four doctors in the district, who visit the estates two or three times a week, and in case of emergency, the attendance of one of them can almost everywhere be commanded in two hours.

3. The general physical condition and health of the Indians, on all the plantations, appeared most satisfactory; the change of climate has greatly improved their constitutions. The superiority of the "huwa parree," or climate, is readily acknowledged by the natives themselves, from whatever province of India they may have come. The monthly average of sick in hospital, as far as we could ascertain, appears to be 66, or about six per cent. on the whole;

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whole: we are unable to show in figures the gradual improvement which has taken place in the health of the men since their arrival, because hospital-books have not been generally kept, as is directed for the apprentices, in which the names of the sick, the dates of the doctor's visits, the medical treatment prescribed, should be briefly entered; the adoption of such a measure, we think, would be advisable, and much facilitate the making periodical returns of the sick, on any future inquiry, as to proper medical treatment being afforded them.

4. We have carefully inquired into the mortality that has taken place both from the masters and the Indians. On a few of the estates it has been, we regret to say, considerable; but in no instance could it be attributed to over-work or ill treatment. The two estates belonging to Messrs. Hanning and Harris, which we particularly noticed for that perfect harmony and contentment which follow good management and kind treatment of Indians, present the heaviest mortality. Mr. Harris had been but a short time on the estate, and could therefore afford no information as to the state of the men on their arrival. Mr. Hanning communicated to the committee a certificate, signed by a medical man, as to the state of the men he received; 12 were labouring under bad chronic diseases, five of whom subsequently died. No other planter has taken the same precaution as Mr. Hanning.

5. In asserting that the bodily health of the Indians in this district is improved, we are borne out by the figured statement of mortality, which, in four years, presents an average of 2.74 per cent.; and taking that of the two last years, which embraces a larger number of Indians, the result would be still more favourable, the average being reduced to 2.33 per cent.

6. We have not to bring to the notice of Government any case of systematical bad-treatment, or breach of contract, on the part of the master; the men are treated with humanity and mildness, and the work required of them, although more severe than that to which they have been accustomed in India, is much within what they could perform in a climate like this, so much more favourable to bodily exertion than their own.

7. We would beg to suggest the necessity of some regulation calculated to remove a general tendency to misunderstanding between the master and labourer, arising out of the great discrepancies which exist in the conditions of the different contracts, principally with regard to food and the hours of labour; they are to be found even on the same estate, where bands of Indians have been introduced at different periods; in some the articles of food are limited to rice and salt; an addition of a quarter of a rupee is sometimes made to the pay; but here it could never be considered as an equivalent for the ghee and dholl allowed them by other agreements.

8. In some of the contracts the Indian custom has been observed in fixing the hours of labour from sunrise to sunset, with an interval of three hours for meals; in others they are from daylight till night; in others, again, they are left entirely to the discretion of the master, as will be seen by a reference to those abstracts of the different contracts we have annexed to our proceedings; where the hours are fixed, there is always a clause reserving to the master the right of extending the work, "if necessary," during the manufacturing season, that is, six months of the year.

9. We have communicated to the Indians the institution of a savings bank in Port Louis, as affording a secure place of deposit for their money. We have met with about 70 men in this district who have saved money, one, a sirdar on Mr. Harris's estate, to the extent of 600 rupees. It is to be observed, that more than half the number of the men we have examined have been but a short time in the island, and cannot yet have reimbursed the advances they are supposed to have received in India; the number of those that are provident would very rapidly increase were the masters more generally to encourage habits of economy in the Indians.

10. We have found the Indians aware of the obligation of the master to provide a passage back after the expiration of the contract; but we noticed that a few of the planters have an idea, which we think erroneous, regarding the right of the Indian to stay in the island otherwise than in the service of his first master. Several labourers have put the question to the members of the committee. Although we expressed an opinion in the affirmative as to their right, we would think it advisable that all doubts on the subject should be cleared up in their minds, as many, rather than stop with an unkind master at the expiration of their contract, might leave the island, under the erroneous impression of being unable to change for a better. It would be but just, however, that the masters should be relieved from all responsibility towards the Government with regard to the Indian who leaves his service and remains in the island. This responsibility might be easily transferred to the Indian himself, by requiring the deposit in the savings bank of the 30 rupees retained by the master to provide for a passage back, at the labourer's expense, in case of misconduct.

11. A few complaints of personal chastisement by overseers were made by labourers on some of the estates; we never found it to have been sanctioned or countenanced by the master: restraint has been employed only when necessary for the preservation of good order and discipline on the estate, such as in cases of drunkenness and riotous conduct. The power of punishing even the slave has for so many years been taken away from the master,

master, and vested in a public officer, that we consider it improbable to suppose that a system of punishment by personal restraint and chastisement could be adopted towards free men, whom it is, moreover, so much the interest of the planter to conciliate in every way. On many estates the mere attempt at such a course of proceeding would have been attended with danger to the planter, for instead of the mild and inoffensive Hill Cooley, he would have had to deal with the bold and independent native of Western India, whose disposition would ill brook severity and harsh treatment.

12. We estimate, from the bands of Indians hitherto examined, that more than half of the men brought from the Bengal presidency are from the western provinces, where the duffadars and crimps found willing dupes to practise upon. The misrepresentation of the nature of the work, which many were led to expect would be mere (Baghee-chu-ka-kam) gardening, would not, from their distressed circumstances at the time (in consequence of the famine), have engendered a spirit of disappointment in those people on their arrival, had they not besides been plundered prior to embarkation of a great portion of the advances charged to the planters.

13. We will conclude with stating, that we are strongly impressed with the belief that the condition of the Indian in the island is superior to what it is in most parts of India; but the ideas of natives differ so widely from our own on those points, that the true test of their real sentiments can only be expected at the close of their engagements. We have seen in Port Louis several natives of Bombay introduced by Mr. Bickerjee, who have entered into contracts with Mr. Des Etangs, at an increased rate of wages: it has also come to our knowledge, that several natives of the coast of Coromandel, lately in the employ of Mr. Darifat, in this district, having completed their five years' service, have formed a new engagement with Mr. Amadowny, of the Rivière du Rempart district.

The Hon. Captain Dick,
Colonial Secretary, Port Louis.

(signed)

We have, &c.

C. M. Campbell, President.
J. Villiers Forbes,
T. Hugon,
J. Bury, } Members.

QUERIES to the Employers.

1.—What are the number of Indian labourers on the establishment; and from what part of India introduced, and at what periods?

2.—Have you any Indians obtained here by transfer; how many, and from whom?

3.—Was the transfer sanctioned by Government?

4.—What is the number of deaths that have occurred since their arrival?

5.—What is the number of sick now in hospital, and how many are absent without leave?

6.—What has been the monthly average of sickness, and of absence?

7.—Have any of the engagements entered into by you with Indian labourers already expired; how many of the men have renewed their contract, and how many have returned to India?

8.—Have any of them deposited money in your hands; how many have done it, and how much of their pay do they thus save yearly?

9.—Have you acquainted them with the existence of a savings bank; do you know of any objections on their part to deposit money there?

10.—Do they frequently communicate with India by letter, and if so, through what channel are those letters sent?

11.—Do any of the labourers receive letters from India?

12.—Are you aware that the Government have directed the police department to receive and forward to India the letters of the Indian labourers?

13.—What is the name of your medical attendant, and how often during the week does he visit the sick?

14.—Is medical assistance to the sick timely afforded by him?

15.—Are you aware that, unless in cases of urgency or necessity, Sunday labour is not legal, whatever stipulation there may be in your agreement to the contrary.

16.—Have you ever had to complain of their refusing to work, and to what functionary?

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QUERIES to the Indian Labourers.

- 1.—Whether they are satisfied with the performance of the engagement on the part of their employer, and do they clearly understand its conditions?
- 2.—Whether they receive their pay regularly, or is any deduction made from it, and on what account?
- 3.—Whether they are satisfied with the quantity and quality of provisions furnished them?
- 4.—Whether the quantity of clothing, and other articles furnished, are according to the agreement?
- 5.—Whether the hours of labour, the time allowed for meals, are according to the agreement; whether subjected to any labour beyond their strength, for which they had not engaged themselves?
- 6.—At what hour do they commence work, when do they leave off, and what is the nature of it?
- 7.—What is the number of cane-holes they are required to dig for their daily task; is the number of holes regulated according to the soil?
- 8.—The same question with regard to weeding?
- 9.—During the manufacturing season, how many hours are they kept at work?
- 10.—When required to perform extra work, are they paid for it, and whether they do so with their own free will?
- 11.—Whether in sickness they receive proper medical attendance?
- 12.—Whether they understand that they are to be provided with a passage back to India, free of expense, at the expiration of their engagement?
- 13.—Whether they were originally engaged in India on account of their present employer, or transferred to him by other parties?
- 14.—Whether such transfer has been made with the authority of Government, and with their free consent?
- 15.—Whether any of them are hired out by their masters, and whether aware of the rate?
- 16.—Whether they are subjected to personal restraint, or any other punishment, by their master, or those employed over them?
- 17.—Whether they are aware of the course they have to follow to obtain redress when aggrieved by their masters or others?
- 18.—Whether they find it easy to correspond with their friends in India, through what channel they send them, whether they have received answers in return, and if they are aware that the police will receive and forward their letters?
- 19.—Whether they deposit their savings with their employers, or have it in their own keeping, or whether aware of the existence of a savings bank, and of its allowing an interest of five per cent. on the money deposited?
- 20.—Whether, from the manner in which they are treated in Mauritius, they would, after their return to India, feel themselves warranted in recommending their countrymen engaging on similar terms?
- 21.—Whether they were well treated on board during the passage?

30 January 1839.—Messrs. *Bertrand & Ulcoq's* Estate, "Laura," managed by Mr. *Bertrand*.

ANSWERS by the Employer.

- 1.—Thirty-seven from Calcutta in November 1836; 12 from the Coast in July 1838.—Total, 49.
- 2.—None.
- 3.—Not applicable.
- 4.—No deaths.
- 5.—None sick; one absent since a twelvemonth.
- 6.—Absent one or two.
- 7.—Not applicable.
- 8.—None; they spend their money in entertaining their friends.
- 9.—No.

- 10.—I am aware that one man has written to India for his mother to join him.
 11.—Not to my knowledge.
 12.—No, I am not.
 13.—Dr. Ulcoq; he calls four or five times a week, but is seldom required, as there are very few sick.
 14.—In a case of emergency a medical man may be had in half an hour.
 15.—Yes, I am, but they are never worked on Sundays.
 16.—No.
 Mr. Bertrand informs the committee that in consequence of bad conduct the sirdar has been sent back to India.

ANSWERS by the Indian Labourers.

- 1.—Yes, we are, and understand its conditions.
 2.—Yes, we receive our pay regularly; but a rupee is retained (agreeably to their engagement).
 3.—We complain of not receiving a sufficient quantity of rice. (The committee had the measure of rice weighed in their presence, and before the Indians, and found it exceeded the ration by $1\frac{1}{2}$ lb. a week).
 4.—Yes, we have received our clothing regularly.
 5.—We are not overworked; we perform task-work, and therefore have sufficient time for our meals.
 6.—We begin at day-break, and leave off when our task is finished; sometimes at two, three, and four o'clock.
 7.—One hundred cane holes, which number is regulated according to the soil.
 8.—Task-work.
 9.—Cannot exactly say; but the work is not more fatiguing than in the fields.
 10.—We are not employed on extra labour, as our engagement states that we are to work from sunrise to sunset, being allowed three hours for our meals.
 11.—Yes, we receive medical attendance.
 12.—Yes, we do.
 13.—We were engaged by Messrs. Ulcoq and Pelletier, and transferred to their present employer with the estate.
 14.—We were transferred with our consent.
 15.—None of us are hired out.
 16.—One man, named Kahmoodee, complains of having been held down and punished with a leather strap about 18 months ago; he complained to the civil commissary, who merely sent him back; he states he is the only one who has been punished.
 17.—We are aware.
 18.—We are disposed to write, but were not aware of the manner of forwarding our letters (which is now explained to them).
 19.—We have no savings.
 20.—We find the work more severe than what we were led to expect, and therefore would not recommend our countrymen coming here.

The committee inspected the hospital, and found it sufficiently large and commodious; the Indians are hutted in the same manner as the apprentices; two or three live together. They are Bengalees from the neighbourhood of Calcutta: about one-half were field labourers, the others are petty tradesmen; one man is a complete idiot; they appear in very good health, and cheerful.

Mr. Bertrand denies having had the man named Kahmoodee held down, but admits having punished him with a stirrup leather for his insubordination.

Summary of Engagement with Mr. Bertrand and his Indian Labourers from Bengal.—
 Mr. Mayer, Acting Agent.

- 1.—Five years' service from date of arrival, with facility of transfer.
 2.—Wages of labourers, five rupees; wages of sirdars, six rupees.
 3.—To be employed in the cultivation of sugar cane and manufacture of sugar, &c.
 4.—Hours of labour from sunrise to sunset; interval of two hours for meals; during manufacturing season time of labour to be extended.
 5.—Subject to rules of discipline in use; penalty of half a rupee for each day's absence without leave. In case of differences, to submit to the authority of the district.

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6.—In case of sickness, brought on by misconduct, no wages to be paid, and medical attendance at the expense of labourer.

7.—One rupee a month, to be retained for passage in case of misconduct.

8.—Provisions during the voyage :

- 1½ lbs. of rice.
- 4 oz. of dal.
- 2 oz. of salt fish.
- 1 oz. of ghee.
- 1 oz. of chillies, onions, and tamarinds.
- ½ oz. of salt, mustard and tobacco, occasionally.

On embarkation : 1 blanket.
1 jacket.
1 cap.
1 wooden bowl.
1 brass pot for four men.
1 mat.

9.—Right of successive transfers reserved to the employers.

Abstract of Mr. *Bertrand's* Engagement with his Indian Labourers from the Coast.

1.—To work for five years, from the date of arrival at Mauritius.

2.—Fixes the pay at five rupees per mensem, from day of commencing work.

Daily allowance : 1½ lb. of rice, 3 oz. of salt fish, or meat and curry powder.

Yearly allowance: 1 blanket, 8 yards of common cloth, 2 handkerchiefs ; convenient lodging to be provided on arrival.

3.—Passage to Mauritius to be paid by the master, with necessary food, &c.

4.—The men engaged to cultivate sugar cane, attend cattle, make roads, &c. Hours of labour, from daylight till dusk ; not less than three hours to be allowed for meals : engage to perform the usual Sunday corvée.

5.—Not to be punished except by competent authority ; three annas to be deducted for every day's absence from work.

6.—Four days allowed for their festival, called Pongolah. Medical attendance and medicine at the expense of the master, but pay to be stopped during illness.

7.—Insures them the free exercise of their religion, and the right of establishing a place of worship.

8.—Labourers refusing to work liable to be compelled by the authorities of the district.

9.—All differences regarding the execution of the contract to be submitted to the commissary of police of the district.

10.—Any Indian of the band who may have been on the island, and sent back for misconduct, to be reshipped for India at the expense of the whole band : likewise, any man found to labour under a chronic disease, to be sent back at the expense of the whole band.

11.—Passage back at the expiration of five years to be paid by the master.

12.—The advance of three months' pay to be deducted by instalments from their pay. In case of desertion at the time of embarkation the loss to the master, to be reimbursed by the whole band.

13.—Right of transfer of part or of the whole band of Indians vested in the master, without any reserve on the part of the former.

14.—One rupee a month, to be deducted from their pay, to form a fund to defray their passage back, in the event of misconduct.

The quantity of food to be given to them in the island is omitted in the Calcutta engagement. The men, both from the coast and Bengal, declare, that they have been furnished with the different articles of food mentioned in the 8th article of the Calcutta agreement, as food allowed during the voyage.

30 January 1839.

Mr. Frederick Mamet's Estate.

- | | |
|---|---|
| <p>1.—50 from Calcutta, on 26th Jan. 1838.
10 from the coast, on 9th Nov. 1838.</p> <p style="text-align: center;">60 - Total.</p> <hr style="width: 10%; margin-left: 0;"/> <p>2.—Not applicable.
3.—Ditto.
4.—Four died during the voyage from Calcutta, and two more since their arrival, not included in the 60.
5.—Five in hospital, three absent, two since last April.
6.—Four is the average during the month of December last.</p> | <p>7.—Not applicable.
8.—No.
9.—No, never.
10.—Not to my knowledge; but one man expressed a wish to do so.
11.—Not to my knowledge.
12.—Not aware of it.
13.—Dr. Triand; visits the sick twice a week.
14.—Can command the attendance of the doctor in half an hour.
15.—I am aware, but never exact work from them on Sundays.
16.—No.</p> |
|---|---|

ANSWERS by the Indians.

- | | |
|--|---|
| <p>1.—They do understand the conditions.
2.—They do.
3.—Although they receive the quantity of provisions according to their engagement, yet they complain of its not being enough.
4.—Yes, they are.
5.—They do not complain of being over-worked, and say that they are allowed the same hours for their meals as the apprentices, (which is three hours,) when not employed on task-work.
6.—At sun-rise, and leave off as soon as their task is finished.
7.—Their task is generally 90 cane holes a day, but the number is regulated according to the soil.
8.—Task-work also in weeding.
9.—Not applicable, as no sugar is manufactured on this estate.</p> | <p>10.—Are never employed at extra labour.
11.—Yes, they receive medical attendance.
12.—Yes, they do.
13.—Yes, they were.
14.—Not applicable.
15.—They are not hired out.
16.—They do not complain of being ill-used.
17.—Yes, they are aware.
18.—They have not yet written to their friends. The committee have explained to them that the police will forward their letters.
19.—They have spent all their money.
20.—They will speak favourably of the island on their return to India, and recommend their friends to engage for the Mauritius.</p> |
|--|---|

The committee having inspected the accommodations and hospital for the Indians, find them sufficient and commodious; the hospital in a good state, and capable of containing 12 patients. The men appear in good condition, and healthy: only one man states himself to be a washerman, and complains that the work in the fields is too severe for him.

The great majority of this band are men from Hindoostan; one third, at least, are petty tradesmen, who were unaccustomed to agricultural labour.

Summary of Engagement with Mr. Mamet and the Bengal Labourers, entered into 13th December 1837, at Calcutta.—Mr. F. Langlois, Acting Agent.

- 1.—Five years' service for sugar manufacturing or other work, the quantity of labour to be fixed by the manager of the property.
- 2.—Transfer to be made only with their consent, to be declared before a public officer; in case of death, executors to be answerable for performance of contract.
- 3.—Wages: 5 rupees 4 annas per mensem, to commence from expiration of seventh month from date of arrival; a deduction of 1 rupee per mensem, to provide a passage in case of misconduct.
- 5.—A deduction of 4 annas for every day's absence without leave, exclusive of such other punishment as may be awarded by the proper authority.
- 6.—Subject to the jurisdiction of local authority.
- 7.—Daily allowance, 14 chittacks of rice, 4 chittack of salt; yearly, a blanket, two dhotees, one cap, one wooden bowl.
- 8.—Passage back at the expiration of five years, to be paid by the employer.
- 9.—Medical treatment to be provided; pay stopped during period of illness. Collectively answerable for the due performance of the contract.

The engagement of the coast men was entered into at Cuddalore, and differs with that of Mr. Bertrand's only in not holding the band responsible for individual misconduct.

MAURITIUS.

30 January 1839.

Mr. Fournier's Estate.

- | | |
|---|---|
| <p>1.—36 men, from the coast, on 21st March 1837.
 7 women, from the coast, not under engagement.
 <hr style="width: 10%; margin-left: 0;"/> 37 - Total.
 <hr style="width: 10%; margin-left: 0;"/></p> <p>2.—None.
 3.—Not applicable.
 4.—No deaths have occurred.
 5.—Two in hospital; two absent since September 1837, and one absent since January 1839.</p> | <p>*6.—One is about the average.
 7.—Not applicable, as the engagement is for five years.
 8.—None; they spend their pay.
 9.—No.
 10.—I believe one has written.
 11.—Not to my knowledge.
 12.—Not aware.
 13.—Dr. Triand; visits the sick three times a week.
 14.—Can command his assistance in two hours.
 15.—Yes, I am aware.
 16.—No.</p> |
|---|---|

ANSWERS by the Indians.

- | | |
|---|---|
| <p>1.—Understand the conditions of their engagement, and are satisfied.
 2.—Receive their pay regularly.
 3.—They are quite satisfied.
 4.—Yes, they do receive their clothing.
 5.—They are allowed the same time as the apprentices, viz. three hours for their meals, when not employed on task-work: they do not complain of being overworked.
 6.—At sun-rise, and leave off as soon as their task is finished.
 7.—100 cane-holes a day; the number is regulated according to the soil.
 8.—Weeding is not done by task-work; they work from sun-rise to sun-set, when weeding, three hours being allowed for meals.
 9.—They are not employed in the manufacture of sugar.
 10.—Not applicable.
 11.—Yes, they receive medical attendance.</p> | <p>12.—Yes, they do understand that, at the expiration of their engagement, they are to be sent back to India, free of expense.
 13.—Yes, they were originally engaged for their present employer.
 14.—Not applicable.
 15.—None are hired out.
 16.—Yes; two men complain of being frequently beaten by one of the overseers.
 17.—Yes, they do; one of them, accompanied by 22 others, went to the civil commissary to complain, and were mulcted 2 rupees each from their pay. The proprietor states that Mr. Reynard, the assistant civil commissary sentenced them to a fine of 2 rupees each.
 18.—No, they have not written nor received letters.
 19.—No, they spend all their money.
 20.—Yes, they would speak favourably of the island; but complain that the work is severe.</p> |
|---|---|

The committee having visited the accommodations and hospital, find that the men are hutted, and the hospital capable of containing 12 men. The men appear in very good health, and contented.

The same engagement as that of Mr. Bertrand's coast-men.

31 January 1839.

Beauchamp. Mr. Blancard's Estate.

- | | |
|---|--|
| <p>-57 from Calcutta in 1837.
 58 - ditto - in 1838.
 <hr style="width: 10%; margin-left: 0;"/> 115 - Total.
 <hr style="width: 10%; margin-left: 0;"/></p> <p>2.—All by transfer with the property from Mr. Menager.
 3.—Yes, with the sanction of Government.
 4.—Two during the passage, and three since their arrival; not included in the 115.
 5.—Four men in hospital; none absent.
 6.—Five sick during the last four months.</p> | <p>7.—Not applicable.
 8.—Seven have money in my hands, one of whom has saved 50 rupees during 18 months.
 9.—No, I have not.
 10.—Not to my knowledge.
 11.—Ditto.
 *12.—No, I am not.
 13.—Dr. Triand; visits the sick three times a week, and oftener if necessary.
 14.—Can command his attendance in half an hour, in cases of emergency.
 15.—Yes, I am aware of it.
 16.—No</p> |
|---|--|

ANSWERS by the Labourers.

1.—They are satisfied that the conditions are performed according to the engagement.

2.—They are paid regularly; and 1 rupee is retained from their pay, agreeably to the engagement.

3.—They complain of not receiving their quantity of rice. (The committee had the ration weighed, and found it correct.)

4.—Yes, they receive the clothing regularly.

5.—They have sufficient time allowed them for their meals, and are not over-worked.

6.—From sunrise to sunset; and they are employed in digging cane-holes.

7.—80 or 90, generally 80; and the number is regulated according to the soil.

8.—In weeding; the hours of labour are from sunrise to sunset, being allowed the usual time for food.

9.—From five in the morning to sunset, being allowed three hours for their meals.

10.—They are never employed on extra labour.

11.—Yes, they receive medical attendance.

12.—Yes, they do understand that they are to be sent back to India, at their master's expense.

13.—They were engaged for Mr. Menager.

14.—Yes, with their consent.

15.—None are hired out.

16.—Yes, one man complains of the sirdar beating him. On the sirdar being questioned, he states that the Indian so complaining is in the habit of absenting himself from his work for three hours at a time, under frivolous pretences, and of idling at his work.

17.—Yes, they are aware of the course they have to pursue to obtain redress.

18.—They are disposed to write, and will send their letters to the police to be forwarded.

19.—Seven of them have money in their master's hands.

20.—They will speak favourably of the island, and would recommend their friends strongly to come to the Mauritius.

With regard to accommodation, they are huddled in the same manner as the apprentices. The committee found the hospital very large and airy, capable of containing at least 60 patients.

The men are principally from the western provinces of India, and some from Lucknow, Agra and Meerut, &c.

One man, who is in a diseased state, apparently a leper, is desirous of returning to his country, as he is unable to work, and has done nothing since his arrival. Mr. Blancard states that he has no other objection to send back this man, than his helpless state.

The contract of 60 of the men was renewed in the island, before Mr. Montocchio, the civil commissary; the conditions are the same, but the time of service is only four and a half years, six months having elapsed since the arrival of the men.

Summary of Agreement with Indian Labourers from Calcutta, engaged by Mr. T. Francis for Mr. Menagé, and transferred to Mr. Blancard, of Beau-Champ Estate.

1.—Engaged to work for five years; transfer to be made by mutual consent before a public officer.

2.—To perform all work on a sugar estate.

3.—Hours of labour from sunrise to sunset, two hours allowed for meals; time of labour extended during the manufacturing of sugar if necessary.

4.—To submit to such discipline as established by proprietor; not to absent themselves without written permission, under penalty of half a rupee per diem, and any misunderstanding to be submitted to legal authority.

5.—Medical aid to be borne by the master, except in cases of illness brought on by intemperance and misconduct. Labourers to receive no pay during illness.

6.—One rupee to be retained from their wages to pay passage back in case of misconduct.

7.—The pay to commence from the date of their embarkation. Sirdars' pay at seven rupees per month; five rupees to labourers; four rupees to first class boys, and three rupees to second class boys for the first two years, and four rupees for the three.

Food, 14 chittacks of rice.

— 2 ditto - dholl.

— 1 ounce of ghee.

— $\frac{1}{2}$ ounce of salt.

Clothing per annum.

2 dhooties.

1 blanket.

1 jacket.

1 cap.

MARTINIQUE

31 January 1889.

Beau Rivage, Messrs. *Tiebout* and *Ballet's* Estate.Managed by Mr. *Fobard*.

- | | |
|--|---------------------------------------|
| 1 — 65 from Calcutta, in 1837-38. | 6 — Average about six |
| 66 from the coast, in November 1837 | 7.—Not applicable. |
| and June 1838 | 8.—One man has in my hands 22 rupees |
| — | 9.—No, I have not. |
| 130 Total | 10.—Not to my knowledge |
| | 11.—Ditto |
| 2 — 75 were transferred with the estate | 12.—No, I am not aware of it. |
| from Mr. Roger | 13.—Dr. Michel visits twice a week. |
| 3 — I believe so, but cannot positively | 14.—Can command medical assistance in |
| say | two hours in the event of emergency. |
| 4 — Six have died since their arrival, and | 15.—Yes, I am aware |
| six are absent without leave | 16.—No. |
| 5 — Five in hospital | |

ANSWERS by the Labourers

- | | |
|--|--|
| 1.—Yes, they are satisfied, and understand | 10 —Are never employed on extra work |
| the conditions on which they engaged | 11 — Yes, they receive medical attend |
| 2 — Yes, they are regularly paid, and one | ance |
| rupee retained according to their agreement. | 12.— Yes, they do |
| 3 — Yes, they are | 13.— No, they were engaged for Mr |
| 4 — Yes, they receive their clothing regu- | Roger |
| larly | 14 —Yes with their consent and that of |
| 5 —Yes, they have sufficient time allowed | the Government |
| them for their meals, and are not over- | 15.—They are not hired out |
| worked | 16 —No, they have nothing to complain |
| 6 —From sunrise to sunset working in the | of with respect to bad treatment |
| fields | 17 —Yes, they are aware |
| 7 —Lighty cow holes, the number is | 18 —They will write and forward their |
| regulated according to the soil. One own | letters through the police |
| and three others had finished their task to | 19.—One man, named Fagot, has depo |
| day at 12 o'clock. The holes are 18 inches | sited 22 rupees with his master |
| long, 9 inches deep, and 9 broad | 20.—They will speak favourably of the |
| 8 —Task-work also in weeding | island, and would recommend their friend |
| 9.—From sunrise to sunset, having three | coming here. |
| hours allowed them for their meals | |

They appear very happy in this estate, and are in good condition, butted in the same manner as the apprentice. The hospital is good and airy, and kept clean, and can contain about 20 patients without being commoded.

The conditions of the agreement for the coast men are the same as those of Mr. Bertrand, No. 1. Those for the Calcutta men the same as those of Mr. Blancard.

The majority of this band were agricultural labourers in India, those introduced from Calcutta are from the lower provinces of Bengal.

2 February 1889

Mr. *Montocchio's* Estate,

The committee assembled at eight A.M., at the above-named estate, and were informed by Mr. Montocchio, that he objected to the inquiry being made on his establishment. The committee requested Mr. Montocchio to furnish them with his formal refusal in writing, which he promised to do. The committee then proceeded to the next estate, belonging to Madame L'Empereur, and whilst there occupied in the investigation, they were invited by Mr. Montocchio and his brother, who had followed them, to return to his estate and examine his Indian, as he had changed his mind. The committee informed him that they could not at that time return, having warned another proprietor of their intended visit, but they could visit his estate a few days afterwards.

The committee did three or four days subsequently intimate to Mr. Montocchio their intention of paying him a second visit, his reply was that he had not as yet received his engagements from Port Louis, and begged us, therefore, to postpone our inquiry.

After such vacillation, the committee were not surprised at observing Mr. Montocchio's name amongst the signatures of the protest of the planters of the first section of Flacq, though Mr. Montocchio's estate is in the second section.

2 February 1839.

Madame L'Emperna's Estate.

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|---|--|
| <p>1.—10 from the coast in 1837.
8 from Calcutta in 1838.
18.—Total.</p> <p>2.—None.</p> <p>3.—Not applicable.</p> <p>4.—One died belonging to the Calcutta band in 1838, not included in the eight.</p> <p>5.—Two in hospital.</p> <p>6.—Absent one.</p> <p>7.—Not applicable.</p> | <p>8.—None; they spend their money.</p> <p>9.—No.</p> <p>10.—Not to my knowledge.</p> <p>11.—Ditto.</p> <p>12.—No, was not aware.</p> <p>13.—Dr. Dupin; whenever he is wanted, I can command his services.</p> <p>14.—Can command his attendance in two hours in cases of emergency.</p> <p>15.—I am aware of it.</p> <p>16.—No.</p> |
|---|--|

Answers by the Labourers.

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|--|---|
| <p>1.—Are satisfied, and understand the conditions of their engagements.</p> <p>2.—Yes, they receive their pay regularly.</p> <p>3.—The Calcutta men state that they get what is mentioned in the agreement, viz., one and a half pounds of rice, and half an ounce of salt, which they say is not enough; they admit they occasionally get fresh fish about twice a week. The coast men are satisfied with their provisions, as they get fish and curry powder daily. (Their engagement differs in this respect from that of the Calcutta men).</p> <p>4.—Yes, they receive their clothing.</p> <p>5.—Yes, they so get sufficient time allowed them for meals, and are not overworked.</p> <p>6.—They go to work a little before sunrise, and leave off at sunset, when not employed at task-work.</p> <p>7.—Eighty-five cane holes per diem, and they generally finish their task at two o'clock; they eat their meals on the spot.</p> <p>8.—Sometimes by task-work, but not in</p> | <p>9.—Not applicable.</p> <p>10.—Are never employed on extra work.</p> <p>11.—Yes, they receive medical attendance.</p> <p>12.—Yes, they do.</p> <p>13.—Yes, they were.</p> <p>14.—Not applicable.</p> <p>15.—None are hired out.</p> <p>16.—They have never been punished, nor have they cause to complain of their master, but they have been threatened to be put in confinement if they conduct themselves improperly.</p> <p>17.—Yes, they are aware.</p> <p>18.—They have not yet written, but will do so, as they have now been made acquainted with the mode of forwarding them.</p> <p>19.—No; they have no money in their master's hands, but will henceforth save money and put it in the savings bank.</p> <p>20.—Yes, they would speak favourably of the island, and recommend their friends to come here.</p> |
|--|---|

The men are hutted like the apprentices, and the hospital is sufficiently airy, and large enough to contain 10 patients. The whole of the men here expressed themselves well satisfied with their master. From the circumstance of the estate being immediately on the sea coast, they have the facility of catching fish every day after they have finished their task.

One clause of the agreement of the Calcutta men states that the hours of labour shall be determined by the manager of the estate.

The Bengal men are from the neighbourhood of Calcutta.

The contract of the coast men is similar to that of Mr. Bertrand.

2 February 1839.

Belle Etoile Estate, Messrs. Aubin & Co. Managed by Mr. Bourgault.

- | | |
|--|---|
| <p>1.—60 from Calcutta, in 1836.
19 - ditto - in 1837.
28 - the coast, in 1837.
107 - Total.</p> <p>2.—Cannot say, as I have only lately taken charge of the estate.</p> <p>3.—Do not know.</p> <p>4.—Seven of the Calcutta men died in 1836.</p> <p>5.—None sick at present; none absent.</p> <p>6.—About five.</p> | <p>7.—Not applicable.</p> <p>8.—No; none.</p> <p>9.—No; I have not.</p> <p>10.—Not to my knowledge.</p> <p>11.—Ditto.</p> <p>12.—Was not aware.</p> <p>13.—Dr. Ulcoq visits the sick twice a week.</p> <p>14.—Can command his attendance on cases of emergency in an hour and a half.</p> <p>15.—I am aware that Sunday labour is not allowed.</p> <p>16.—No.</p> |
|--|---|

MAURITIUS.

ANSWERS by the Labourers.

- 1.—Are satisfied that the conditions of the engagement are fulfilled by their employer.
- 2.—They receive their pay regularly.
- 3.—Yes, they are.
- 4.—They receive their clothing.
- 5.—They have sufficient time allowed them for their meals, and are not over-worked.
- 6.—From daylight till sunset, when not employed on task-work.
- 7.—Eighty cane-holes a day; they generally finish their task by two or three o'clock.
- 8.—The same with regard to weeding.
- 9.—They work from daylight till dusk, being allowed sufficient time for their food.
- 10.—When so employed they receive spirits and extra half-ration.
- 11.—They receive medical attendance.
- 12.—Yes, they do.
- 13.—They have always worked on this estate since their arrival in the island.
- 14.—Not applicable.
- 15.—None of them are hired out.
- 16.—Some of the coast men complain that when they are ill and go to the hospital, after the visit of the doctor some of them are told to go to their work, and if they do not comply with the order, they are beaten by the manager, and very frequently by the sirdars.
- 17.—Yes, they are.
- 18.—They do not, but will now do so, as they have been informed that their letters will be forwarded.
- 19.—They have no money in their employer's hands.
- 20.—Yes, they will speak favourably of the island.

The men are hutted in the same manner as the apprentices; the hospital is sufficiently commodious, and large enough to contain 15 patients.

Fifty-three men from Calcutta complain of not having ghee; their engagement, however, only entitles them to rice and salt, they receive in addition, dholl; they used to get ghee, which indulgence was stopped in consequence of their making frivolous complaints to the police. They complain of their former manager tying them up and punishing them.

The men from Bengal are generally from the upper provinces, many amongst them petty tradesmen, unaccustomed to labour at the soil.

Engagements the same as Mr. Bertrand's, with the above quoted difference.

4 February 1839.

Mr. Clement Langlois's Estate.

- | | |
|---|---|
| <ol style="list-style-type: none"> 1.—30 from Calcutta, in 1836. 20 - ditto - in 1837. 20 - ditto - in 1838. — 70 1 sent back. 69 - Total. 2.—None. 3.—Not applicable. 4.—1 died on landing of the first band. 2 died since - ditto. 1 died from excess of drinking. — 4 - Total of deaths. | <ol style="list-style-type: none"> 5.—Two in hospital, five absent, three of whom have been more than a year absent. 6.—From three to four. 7.—Not applicable. 8.—Four had money in my possession, which they have since withdrawn; cannot say how much they save yearly. 9.—No, I have not. 10.—Not to my knowledge. 11.—Ditto - ditto. 12.—Was not aware of it. 13.—Dr. Dupin visits the sick twice a week. 14.—Can command his services in an hour and a half. 15.—I am aware of it. 16.—No, I have never complained of them as they have never refused to work. |
|---|---|

ANSWERS by the Labourers.

- 1.—They are dissatisfied with their engagement, as they receive but $1\frac{1}{2}$ lb. of rice, and $\frac{1}{2}$ ounce of salt.
- 2.—They receive their pay regularly; one man, named Chèdee, complains of having received no pay for two years, though employed in tending cattle and goats. The whole of the band say that when they lose their weeding tools, 3s. are deducted from their pay; also they complain that when they are ill, double the number of days' pay is deducted.
- 3.—No; they are not satisfied with their provisions, as they receive nothing but rice and salt.
- 4.—Yes; they receive their clothing annually.
- 5.—Yes; they have time sufficient for their meals.
- 6.—From daylight to dusk, and then made to perform corvée work, which is to bring wood and grass for cattle.
- 7.—They commenced at 30 holes and gradually increased to 100; one man states that he finishes his task in eight hours constant work.
- 8.—They sometimes finish their weeding task at two o'clock, and at other times it takes them till late in the evening; it depends entirely on the nature of the ground.
- 9.—Those

9.—Those men who work in the sugar-house commence at day-break and leave off at seven o'clock in the evening.

10.—Are not employed on extra work.

11.—They receive medical attendance.

12.—They understand that they are to be sent back to India at the expiration of their contract, free of expense.

13.—Yes, they were.

14.—Not applicable.

15.—Ditto.

16.—Some of them complain of being beaten by the apprentice commander placed over them.

They are well housed. The hospital is airy and commodious, capable of containing about 12 patients.

The committee consider that the general dissatisfaction evinced by the men might arise from the conditions of the engagement of two bands, varying in the quantity of provisions.

The man named Chèdec has, from dropsy, been unable to work; Mr. Langlois admits he does not give him his full pay, as he is incapacitated from working on the plantation, but that he gives him one and sometimes two rupees a month for tending the goats a few hours in the day.

The men who receive only rice and salt, have an extra pay of $\frac{1}{4}$ of a rupee per mensem, in lieu of the other articles of food.

These bands are composed mostly of men from the lower provinces of Bengal; many of them had never worked at the soil in India.

17.—They are aware of the course they have to follow.

18.—They have not as yet written nor received letters, but they will now avail themselves of the facility afforded of doing so.

19.—No, they have no money in their employer's hands.

20.—They are very much dissatisfied with the island, and would not recommend their friends coming here; they appear generally discontented.

4 February 1839.

Mr. J. Marie Lagasse.

1.—25 from Calcutta, on 28th Jan. 1838.

25 from the coast, on 28th Feb. 1838.

50 - Total.

2.—None.

3.—Not applicable.

4.—One died from an accident by a log of wood falling on him in one of their Indian festivals (Churruck Pooja) on 25th December 1838.

5.—One in hospital; one of the coast men is absent.

6.—Two.

7.—Not applicable.

8.—None.

9.—No, I have not.

10.—Not to my knowledge.

11.—Ditto - ditto.

12.—No, I was not aware of it.

13.—Dr. Dupin visits the sick twice a week.

14.—Can command his attendance in an hour and a half.

15.—I am aware of it.

16.—No, I have never had occasion to complain of their refusing to work.

ANSWERS by the Labourers.

1.—Yes, they understand the nature of their engagements and are satisfied with its performance.

2.—Yes, they receive their pay regularly.

3.—Yes, they are.

4.—Yes, they do receive clothing.

5.—Yes, they have sufficient time allowed them for their meals, and are not over-worked.

6.—When not employed at task-work they commence at day-break with the apprentices, and leave off at dusk.

7.—Eighty cane-holes a day; the number is regulated according to the soil.

8.—The weeding is not done by task-work.

9.—They commence at day-break, and leave off at dusk, having time allowed them for their meals.

10.—Are never employed at extra work.

11.—Yes, they receive medical attendance.

12.—Yes, they are aware of it.

13.—Yes, they were originally engaged for their present employer.

14.—Not applicable.

15.—No, they are not hired out.

16.—They say they have never been punished by anybody, and are perfectly satisfied with their employer.

17.—Yes, they are aware.

18.—They will write to their friends having now been made acquainted with the mode of forwarding their letters.

19.—They have no money in their employer's hands; many of them have saved money, and are desirous of remitting it to their relatives in India.

20.—They will speak favourably of the island; those from the coast say that at the expiration of their time they would go to India, and return with their families provided their present master would employ them.

MAURITIUS.

The Calcutta men say they would return with their families, provided their wives were not compelled to work. The whole say that their master is very good.

They are treated like the apprentices. The hospital is low and confined.

The men generally expressed themselves satisfied in every respect.

This is the first set of Indians the committee have seen composed of labouring men accustomed to work at the soil; they are from Cuttack, Bardwan, Hagareebaugh, and Ramghur, &c.

The same conditions as Mr. Bertrand's.

4 February 1839.

Mr. Auge Hardy's Estate.

1.—10 from Calcutta in March 1837.

14 - ditto - in May 1838.

24 Total.

2.—10 were transferred from Mr. Barlow.

3.—Cannot say.

4.—No deaths.

5.—None in hospital; two absent since their arrival.

6.—Scarcely ever any in hospital.

7.—Not applicable.

8.—Four have money in my possession; one to the amount of 17 dollars.

9.—No, I have not.

10.—Not to my knowledge.

11.—Ditto, ditto.

12.—No, I am not aware of it.

13.—Dr. Dupin visits the sick twice a week.

14.—Can command his attendance in an hour and a half.

15.—I am aware of it.

16.—Have never had cause to complain of their refusing to work.

Answers by the Labourers.

1.—They understand the nature of their agreement.

2.—Yes, they do.

3.—Yes, they are satisfied.

4.—Yes, they receive their clothing.

5.—They have sufficient time allowed them for their meals; their labour is more severe than they expected, but not beyond their strength.

6.—When not at task-work, from daylight till sunset, being allowed time for their meals.

7.—115 cane-holes at task-work; the antartest of the men finish their task at two o'clock.

8.—The weeding is not done by task-work.

9.—From daylight till dusk.

10.—Are never employed on extra labour.

11.—They receive medical attendance.

12.—Yes, they do.

13.—They were never employed on any other estate but this.

14.—Not applicable.

15.—None are hired out.

16.—They have never been punished or imprisoned since they have been here.

17.—Yes, they are aware.

18.—They will now correspond with their friends, as the mode of forwarding their letters has been explained to them.

19.—Four have deposited money in their employer's hands.

20.—They have no cause to complain of the country, but they find the work severe.

The committee observed to the proprietor that 115 cane-holes, as the daily task, was a greater number than exacted on any other estate as yet visited by the committee. Mr. Auge Hardy explained that the soil of his estate was particularly light and soft, from the humidity of the climate, and not rocky, as on other estates; a strong proof of which was, the circumstance that his men generally finished their task by two o'clock in the afternoon.

They are lodged in three houses, sufficiently large and comfortable. The hospital is also commodious, and capable of containing eight patients.

The ration of provisions is not the same: the first set receive fish, ghee, and tobacco, which the second do not.

They are labouring men from Midnapore and Hagareebaugh; they appear cheerful and healthy.

4 February 1839.

Mr Hippolyte Fabre's Estate.

1.—30 in all, from the coast, in June 1838.

2.—None.

3.—Not applicable.

4.—No deaths.

Three in hospital

Two or three.

Not applicable.

8.—None have money deposited with me.

9.—No, I have not.

10.—Not to my knowledge.

11.—Ditto, ditto.

12.—I was not aware of it.

13.—Dr. Dupin visits the sick twice a week.

14.—Can command his attendance in two hours.

15.—I am aware of it.

16.—Have had no cause to complain of their refusing to work.

ANSWERS by the Labourers.

- 1.—Yes, they understand the conditions of their engagement.
- 2.—They receive their pay regularly.
- 3.—They receive their provisions agreeably to their engagement.
- 4.—They receive their clothing.
- 5.—They say they have not sufficient time allowed them for their meals, but are not overworked.
- 6.—From daybreak till dusk, having two hours for their meals.
- 7.—They first commenced digging 40 cane holes, and gradually increased to 100, which they now accomplish by two or three o'clock. Only 12 of them are employed at task-work.
- 8.—Weeding not by task-work.
- 9.—Sugar is not manufactured on this estate; their employer sends his canes to his neighbour's mill.
- 10.—Are never employed on extra labour.
- 11.—Yes, they receive medical assistance.
- 12.—They understand that they are to be sent back to India, at the expiration of their time, at their employer's expense.
- 13.—Yes, they were originally engaged for their present employer.
- 14.—Not applicable.
- 15.—None of them are hired out.
- 16.—No, they have never been beaten or ill-used.
- 17.—Yes, they are aware.
- 18.—They will now write to their relatives, as the mode of forwarding their letters has been explained to them.
- 19.—They have no money in their employer's hands.
- 20.—They are satisfied with the country, but complain that the work is severe.
- 21.—They complain of being very ill-used on board ship, received food only once a day, and were frequently tied up and punished for stealing water.

The committee have observed that the proprietor has neither an hospital, nor a book kept for the purpose.

They are lodged in two thatched buildings, sufficiently large to accommodate them with comfort, were they kept in a more cleanly state.

5 February 1839.

Mr. Turby's Estate, "La Galette"—Managed by Mr. Bouisson.

- 1.—6 Workmen from the coast, on 14th July 1838.
- 12 Labourers ditto, 28th January 1839.
- 18 Total.
- 2.—None.
- 3.—Not applicable.
- 4.—None.
- 5.—No sick.
- 6.—Have had none.
- 7.—Not applicable.
- 8.—None.
- 9.—No.
- 10.—I have seen them write letters.
- 11.—Not to my knowledge.
- 12.—Was not aware.
- 13.—Dr. Traud visits the hospital three times a week.
- 14.—Can command his attendance in half an hour.
- 15.—I am aware.
- 16.—Have never had occasion to complain of their refusing to work.

ANSWERS by the Labourers.

- 1.—They understand the conditions of their engagement.
- 2.—Yes, those who have been here for some time receive their pay regularly; those who arrived in January are not as yet entitled to pay.
- 3.—Yes, they are.
- 4.—Yes, they do.
- 5.—They are allowed sufficient time for their meals, and are not overworked.
- 6.—From daybreak till sunset, having three hours allowed them for their meals.
- 7.—They are just arrived, and are not employed in digging cane holes.
- 8.—Are employed in gardening.
- 9.—Not applicable.
- 10.—Ditto.
- 11.—Those who have been here since July last receive medical attendance: the others have not been ill since their arrival.
- 12.—Yes, they understand that clause.
- 13.—Yes, they were.
- 14.—Not applicable.
- 15.—None are hired out.
- 16.—No, they have never been punished nor ill-used.
- 17.—They are.
- 18.—They have not written as yet, but will in future do so, as the mode of forwarding their letters has been explained to them.
- 19.—They have no money in their employer's hands, but will henceforward save money, and place it in the savings bank; the artificers, in particular, appear more disposed to do so than the labourers, as they receive double the amount of pay.
- 20.—Yes, they like the island, and will recommend their friends coming here.
- 21.—They were well treated on board ship, and had plenty of food given them.

The hospital is commodious, and proper beds are provided for the sick. Their accommodation is very good, and the men appear comfortable.

MAURITIUS.

6 February 1839.

Mr. Hanning's Estate.

- 1.—45 from Calcutta, in October 1838.
12 from Calcutta, in Sept. 1837, Agents, Messrs. Henley & Dowson.

57 Total.

- | | |
|--|--|
| <p>2.—None.
3.—Not applicable.
4.—Six deaths, and three sent back for misconduct.
5.—None sick.
6.—Absent, one.
7.—Not applicable.
8.—Yes, the sirdar named Brijnauth has 105 rupees in my possession, and another man has 42 rupees.
9.—No, I have not.
10.—Not to my knowledge.
11.—Not to my knowledge.</p> | <p>12.—Was not aware.
13.—Dr. Dupin visits the sick three times a week.
14.—Can command his attendance in less than half an hour.
15.—Am aware of the clause.
16.—Have had no cause of complaint against them; but 22 of them, about 18 months ago, went to town, and complained at the police; their plaint being unfounded, they were sentenced to a fine of three rupees each, from their pay, which has since been returned to them.</p> |
|--|--|

ANSWERS by the Labourers.

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|--|--|
| <p>1.—They understand the nature of their engagement.
2.—Yes, they do.
3.—They are.
4.—They receive clothing, though not stipulated for in their engagement.
5.—They have sufficient time allowed them for their meals, and are not overworked.
6.—They are generally employed at task-work, and leave off when they have finished their task, at one, two, and three o'clock.
7.—Some 100, others 80 cane-holes a day, according to the nature of the soil.
8.—Weeding is not done by task-work.
9.—From daybreak till dusk, being allowed the usual time for meals.
10.—Are never employed on extra labour.
11.—They receive medical attendance.
12.—Yes, they do.
13.—Yes, they were originally engaged for their present employer.</p> | <p>14.—Not applicable.
15.—None are hired out.
16.—They have never been punished nor ill treated by their employer, but they went off in a body to the police, to complain of their sirdar, who was sent back to India. Nothing is retained from their pay; they receive six rupees a month each.
17.—Yes, they are aware.
18.—No, they have not, but will do so, as the mode of forwarding their letters has been pointed out.
19.—The sirdar, and another man, have money deposited in their master's hands.
20.—They would recommend their countrymen, in search of employment, to come to the Mauritius.
21.—They suffered a great deal on board ship for want of room, and were roughly used.</p> |
|--|--|

Twelve men out of the number arrived in a very debilitated state, five of whom died, the other seven recovered, and seem now to enjoy very good health; their debilitated state was at the time certified by Dr. Dupin.

The men are very well housed, but the hospital is small and dirty.

The proprietor states that they will not avail themselves of a wooden building he has offered them as an hospital, because he will not allow a fire to be lighted within it, for fear of its being burnt down.

The men appear to be very well contented. The band is composed of a few Dhangars, the others are from Burdwan, and the neighbourhood of Calcutta. There are among them two barbers, one doorkeeper, one grasscutter, &c.

6 February 1839.

Mademoiselle Sidonie Gellé, represented by Mr. Gellé, père.

- | | |
|---|---|
| <p>1.—22 from Calcutta, in April 1838.
2.—None.
3.—Not applicable.
4.—1 died on the passage.
1 died in 1838.
1 died in 1839.
3 deaths.
5.—None sick; one absent.
6.—No sickness.
7.—Not applicable.</p> | <p>8.—No money in my possession belonging to any of the men.
9.—No, I have not.
10.—Not to my knowledge.
11.—Not to my knowledge.
12.—I was not aware of it.
13.—Dr. Dupin visits the sick twice a week.
14.—Can command his attendance in half an hour.
15.—I am aware.
16.—Have had no cause of complaint against them.</p> |
|---|---|

ANSWERS by the Labourers.

1.—They understand the conditions of their engagement.

2.—They receive their pay regularly.

3.—They are dissatisfied with the quantity and quality of their provisions, as they receive only 1½ lb. of rice, and ½ oz. of salt, instead of 14 chittacks of rice, which is about 1½ lb.

4.—They received clothing in Calcutta.

5.—They are allowed the same hours for their meals as the apprentices.

6.—They commence work at daybreak, and leave off at dusk, when they are obliged to fetch a bundle of grass each, for their employer, which occupies them till eight o'clock at night.

7.—Four of them dig 90 holes, the others dig 80, 70, and 60, according to their strength and the nature of the soil.

8.—Sometimes they leave off at two o'clock, sometimes at sunset, according to the soil.

9.—They do not manufacture sugar.

10.—Not applicable, it being optional with the employer to regulate their hours of labour.

11.—Yes, they receive medical attendance.

12.—They understand this clause.

13.—They were originally engaged for their present employer.

14.—Not applicable.

15.—None are hired out.

16.—Some of them were beaten by the overseer at first, for not performing their work; but since they have regained their strength, and are able to do their work, they have not been ill used.

17.—Yes, they are aware.

18.—They have not as yet written, but will do so.

19.—They have no money in their employer's hands.

20.—They do not complain of any thing in particular, except the rocky nature of the soil, and say that if the severe work they have to perform here were known in India, none of their countrymen would come to this island.

21.—They suffered on board ship for want of water and food, being allowed only one meal a day, and having been two months on the passage.

They only received each 10 rupees in advance in Calcutta. The hospital is low, but sufficiently large. The men are very well housed. No hospital book is kept on the estate, to show the average of sickness. They are generally from the western provinces of India, Agra, Meerut, Benares, &c., and some few from the lower provinces.

Their pay is 5½ Company's rupees. The time of labour to be fixed by the manager; time of contract to commence from date of arrival.

7 February 1839.

Messrs. Allard's & Josset's Estate.

1.—9 from the coast, in August 1836.

55 from the coast, in March 1838.

25 from the coast, in October 1838.

89 Total.

2.—Yes, 8 were transferred by Mr. Enouf.

3.—Yes, with the sanction of government.

4.—Two died in 1838, and one sent back to India.

5.—Five sick in hospital.

6.—About three.

7.—Not applicable.

8.—None.

9.—No, I have not.

10.—Yes, they do, and send them through me.

11.—Not to my knowledge.

12.—I was not aware of it.

13.—Dr. Triaud visits the sick twice a week.

14.—Can command his attendance in an hour.

15.—Yes, I am aware of it.

16.—I have had frequent cause to complain of them, but have never done so.

ANSWERS by the Labourers.

1.—They understand the conditions of their engagement.

2.—Yes, they receive their pay.

3.—Yes, they receive their provisions, and also ghee and dholl, which is not in their engagement.

4.—They receive clothing.

5.—Yes, they have the same time allowed them as the apprentices, and are not over-worked.

6.—From daybreak till dusk, being allowed three hours for their meals.

7.—From 70 to 90 cane holes; the number is regulated according to the soil.

58.

8.—When weeding, they are at work from daylight till dusk.

9.—No sugar has been made here as yet.

10.—Are never employed on extra labour.

11.—They receive medical attendance.

12.—Yes, they are aware of it.

13.—With the exception of those transferred, the rest were originally engaged for their present employer.

14.—Yes, they appeared before the police at the time of transfer.

15.—None are hired out.

16.—They

MAURITIUS.

16.—They have never been punished, nor ill used since they have been here.

17.—Yes, they are aware.

18.—They have not written, but will do so, now that the mode of forwarding their letters has been explained to them.

19.—They have no money in their employer's hands. The nature of the savings

bank has been explained to them, and they appear disposed to save money.

20.—They will speak well of the island, and recommend their countrymen to come here.

21.—They were not well fed on board ship, having but one meal a day given them.

The engagements of these bands are similar to those from the coast; one band of eight are to receive pay from the day of embarkation, and not from their landing here. A man named Cundelly Moolia, after serving five years in the island of Bourbon, returned to India, remained there a year, and re-engaged for the Mauritius.

The men are huddled like the apprentices; the sick are placed in a large temporary building. The proprietor has shown that he is erecting a new hospital.

This property has been abandoned for the last 20 years, and is now brought into cultivation solely by Indians.

7 February 1839.

Messrs. Commarmond & Fleurot's Estate.

1.—4 men and 2 women, from the coast, in August 1838.

32 men from the coast, in January 1839.

—
36 Total.

2.—There are 32, belonging to Mr. Main-gard, and employed at present here.

3.—The transfer has not as yet been made.

4.—No deaths.

5.—Five in hospital, being lately arrived.

6.—Cannot say, having had no Indians till last month.

7.—Not applicable.

8.—Not applicable.

9.—No, I have not.

10.—Not to my knowledge.

11.—Not to my knowledge.

12.—Was not aware of it.

13.—Dr. Dupin visits the sick twice a week.

14.—Can command his attendance in 20 minutes.

15.—Am aware of it.

16.—They have been here only a month, and I cannot therefore at present judge of their conduct.

ANSWERS by the Indian Labourers.

1.—They understand the nature of their engagement.

2.—Those who arrived here in August last have received their pay regularly; the others, who are only just arrived, are not as yet entitled to pay.

3.—They are satisfied with their provisions.

4.—They received clothing on embarking for this country.

5.—They have the same time allowed them as the apprentices for their meal.

6.—From daybreak to dusk, and have three hours allowed them during the day.

7.—They have not as yet been employed in making cane holes.

8.—Weeding is performed from daybreak till dusk.

9.—Have not as yet been employed in making sugar.

10.—Have not as yet been asked to perform extra labour.

11.—Yes, they receive medical attendance.

12.—They are aware of it.

13.—Since their arrival they have been employed upon this estate.

14.—Cannot say.

15.—None are hired out.

16.—Three of them have shown marks of a rattan, which they say were inflicted by their employer.

17.—Yes, they know where to complain.

18.—The committee explained to them the mode of forwarding their letters.

19.—They have been too short a time here to save money.

20.—They have not been here long enough to judge of the place. One man is desirous of returning to his country.

The hospital is airy and commodious, and is capable of containing 10 patients. They are lodged in two large buildings.

8 February 1839.

Mr. Aurier's Estate.

—13 from the coast, in November 1838.

9 from the coast, in January 1839.

3.—Not applicable.

4.—No deaths.

5.—One in hospital; one absent.

6.—They have been so short a time here, I cannot say.

7.—Not applicable.

8.—Too

8.—Too short a time on the island to save money.

9.—No, I have not.

10.—They have been here only two months, and have not written.

11.—Have not as yet received any letters.

12.—Was not aware of it.

13.—Dr. Triand visits the sick twice a week.

14.—Can command his attendance in half an hour.

15.—Am aware of it.

16.—They have been here so short a time that I cannot as yet judge of their conduct.

ANSWERS by the Labourers.

1.—They understand the conditions of their engagement.

2.—Not yet entitled to pay, having only lately arrived.

3.—They receive their rations according to agreement.

4.—They received clothing on embarkation from India.

5.—They have the same time allowed them for their meals as the apprentices.

6.—At daybreak and leave off at dusk, having the usual time allowed them for meals.

7.—From 20 to 90 cane-holes per diem; the number is regulated according to their strength and nature of the soil.

8.—Weeding occupies them from daybreak till dusk.

9.—They do not manufacture sugar on this estate, but are employed in cultivating sugar-cane.

10.—Are never required to perform extra labour.

11.—Yes, when sick they receive medical attendance.

12.—They are aware of it.

13.—They were originally engaged for their present employer.

14.—Not applicable.

15.—None are hired out.

16.—No, they have never been punished by their employer or overseer since their arrival.

17.—Yes, they are aware.

18.—None of them can write; but the mode of forwarding their letters was explained to them.

19.—They have not as yet received pay, not having been here long enough.

20.—For the same reason cannot as yet judge what their opinion may be of the Mauritius.

21.—They were frequently beaten by the sailors on board ship; had not water enough, and only one meal a day.

They are huddled in the same manner as the apprentices. There is no hospital at present for them, but the proprietor is about erecting a building for that purpose.

8 February 1839.

Mr. Lucas's Estate.—Managed by Mr. Henry Lucas, jun.

1.—Twenty, total; from the coast, 1 December 1838.

2.—They were transferred by Mr. Nanguen.

3.—Was sanctioned by the Government.

4.—No deaths.

5.—Four sick; none absent.

6.—They have been here so short a time that I cannot judge of the number (average) of sick per mensem.

7.—Not applicable.

8.—No money belonging to any of them in my possession.

9.—No, I have not.

10.—Not to my knowledge.

11.—Ditto.

12.—No; I was not aware.

13.—Dr. Ulcoq visits the sick three times a week.

14.—Can command his attendance in an hour and a quarter.

15.—Am aware of it.

16.—I have not as yet had occasion to complain of their refusing to work.

ANSWERS by the Labourers.

1.—They understand the conditions of the engagement.

2.—They receive their pay regularly.

3.—Yes; they receive their provisions according to agreement.

4.—They received clothing on embarkation, and a shirt and pair of trowsers on their arrival here.

5.—They have the same time allowed them for their meals as the apprentices, and are not overworked.

6.—At daybreak, and leave off at dusk, being allowed the usual time for their meals.

58.

7.—They have not as yet made any cane-holes.

8.—Weeding is not done by task-work.

9.—From daybreak to sunset they are employed in the fields weeding.

10.—They have not been employed on extra labour.

11.—Yes; they receive medical attendance.

12.—They understand the clause.

13.—They have not been employed under any other master.

14.—Cannot say.

15.—None.

MAURITIUS.

15.—None are hired out.

16.—One man (named Moonea) complains that he was once punished by the overseer, who ordered his hands to be held during the punishment.

17.—No; they do not know where to address themselves to obtain redress. The committee explained to them the course they have to pursue.

18.—They have not as yet written; this

The hospital is large and airy, and capable of containing 20 patients. They are lodged in a large stone pavilion for the present, but the proprietor is about to erect a more suitable building for them.

mode of forwarding their letters has been explained to them.

19.—Have been too short a time here to save money.

20.—They like the island for the short time they have been here; and from their present treatment, would recommend their friends coming here to seek employment.

21.—They received only one meal on board, but were otherwise well used.

15 February 1839.

Messrs. *Vuillemain & Chateau's Estate*.—Managed by Mr. *Vuillemain, jun.*

1.—Thirty-five, total; from the coast in December 1836.

2.—None; they were engaged for Mr. *Vuillemain, sen.*, and made over to Mr. *Vuillemain, jun.* and Mr. *Chateau*.

3.—Not applicable.

4.—No deaths.

5.—None sick; none absent.

6.—About one.

7.—Not applicable.

8.—Have no money belonging to them in my hands.

9.—No, I have not.

10.—They do occasionally write to their friends.

11.—And receive also letters.

12.—Was not aware of it.

13.—Dr. Dupin, who comes when sent for.

14.—Can command his assistance in two hours and a half.

15.—Am aware of it.

16.—Have never had cause to complain of their refusing to work.

ANSWERS by the Labourers.

1.—They understand the nature of their engagement.

2.—Yes, they receive their pay regularly, except for January last.

3.—Yes, they receive their provisions, with the exception of curry powder, which they have not received for the last four months.

4.—They are not entitled to anything by their agreement.

5.—Some of them complain of not having time enough allowed them for their meals.

6.—They commence work at sunrise, and leave off when they finish their task.

7.—Some make 200 shingles a day, others from 20 to 40 feet of plank each.

8.—Are not employed in weeding.

9.—No sugar is made on this estate.

10.—Are never employed on extra labour.

11.—They receive medicine from their master when ill, but have not as yet been attended by a doctor.

12.—They are aware of the clause.

13.—They were engaged for Mr. *Vuillemain, sen.*

14.—Are not aware of being transferred.

15.—They are not hired out.

16.—Yes; two of them, named Virau and Nunny, say they are beaten by the manager when they do not perform their task.

17.—They are aware where to apply for redress.

18.—Yes; they have written, and received letters in return.

19.—They have no money in their master's hands, but spend it all.

20.—They say they prefer the cultivation of sugar-cane to that of cutting timber; they do not like the island, because it rains constantly.

21.—They were well treated on board ship, and had two meals a day.

They are huddled in separate buildings, and there is a small building appropriated for an hospital. This estate is situated in the woods, where the climate is rather damp; but the health of the men does not appear to suffer in the least from it.

18 February 1839.

The committee having received a protest signed by the principal planters of the first section of Flacq, forwarded the same to government, and deemed it necessary to adjourn their proceedings pending the receipt of further instructions.

15th February 1839.

Mr. Tostee's Estate.

1.—Thirty, from Calcutta, in February 1838.

2.—None.

3.—Not applicable.

4.—2 died on the passage.
1 died since their arrival.

3 deaths.

—None sick; none absent.

6.—No sickness, and no hospital book kept.

7.—Not applicable.

8.—Two have money in my possession; one has eight rupees, and the other four rupees.

9.—No, I have not.

10.—Not to my knowledge.

11.—Ditto.

12.—Was not aware of it.

13.—Dr. Dupin visits the hospital twice a month, and oftener if necessary.

14.—Can command his attendance in two hours.

15.—Am aware of it.

16.—Have not had cause to complain of their refusing to work.

ANSWERS by the Labourers.

1.—They understand the nature of their engagement contracted in Calcutta.

2.—They receive their pay regularly.

3.—Yes, they receive their provisions.

4.—They receive clothing.

5.—Have sufficient time allowed them for their meals, and are not overworked.

6.—At daybreak, and leave off when their task is done.

7.—One hundred and twenty cane-holes; the number is regulated according to the soil. On this estate the soil is light, and void of stones.

8.—Weeding is done by task-work.

9.—They commence at daybreak, and leave off at dusk, having three hours allowed them for their meals.

10.—Have never yet been employed on extra labour.

11.—They receive medical attendance.

12.—Yes, they are aware of it.

13.—They were originally engaged for their present employer.

14.—Not applicable.

15.—They are not hired out.

16.—One of them complains that the sirdar occasionally beats him, when he does not perform his work.

17.—They are aware where to apply for redress.

18.—They will in future correspond with their countrymen: they have not as yet received letters from their friends.

19.—Two of them have money deposited with their master; the remainder spend their pay.

20.—They like the island very well, and would recommend their countrymen to come here.

21.—They were well treated on board ship, but had only one meal a day allowed them.

They are huddled in the same way as the apprentices, having separate huts allowed to each. The majority are labourers. A few are Hill Coolies from Nagpoor; three are from Nepaul, five from Agra, and the remainder from Meerut and the western provinces.

This estate is situated in the middle of a forest, and the climate is damp.

25th February 1839.

Mr. Marquet, jun. Estate, at the Trois Islets.

1.—54 men, from the coast, in Dec. 1838.

6 women - ditto - - ditto.

60 Total.

2.—No.

3.—Not applicable.

4.—1 died in February.

1 hung himself.

2 deaths.

5.—Eleven in hospital; seven absent without leave.

6.—Generally about 14.

7.—Not applicable.

8.—They have been too short a time here.

9.—No, I have not.

10.—Not to my knowledge.

11.—Ditto.

12.—Was not aware of it.

13.—Dr. Triand visits the sick twice a week.

14.—Can command his attendance in two hours.

15.—Am aware of it.

16.—I have never made a complaint against them for refusing to work; but they elude my doing so by saying they are ill, and going into hospital.

Rations.—1 ½ lb. of rice; 3 ozs. of salt fish; curry powder.

Clothes Annually.—8 yards of common linen; 2 head handkerchiefs.

Pay.—Five rupees a month.

Time of Labour.—From dawn of day till nightfall.

Time of Meals.—Three hours.

MAURITIUS.

Answers by Indians.

- 1.—They understand the conditions of their engagement.
- 2.—They receive three rupees a month. One rupee is retained to reimburse their master the advance of 15 rupees made to them in India, and one rupee is retained for 30 months to pay their passage back, in the event of misconduct.
- 3.—They are satisfied with their provisions.
- 4.—They received clothing on embarking from India.
- 5.—They are allowed three hours for their meals.
- 6.—From daylight till dusk.
- 7.—They have not as yet been employed in making cane-holes.
- 8.—From daylight till dusk in weeding.
- 9.—There is no sugar made on this estate.
- 10.—Are not employed on extra labour.
- 11.—They receive medical attendance.
- 12.—They are aware of it.
- 13.—They were originally engaged for their present employer.
- 14.—Not applicable.
- 15.—None are hired out.
- 16.—Four of them complain of being frequently beaten with a rattan by the overseer.
- 17.—They were not aware of the course they have to pursue to obtain redress. The committee have explained to them where to apply.
- 18.—They will write to their friends, the mode of forwarding their letters having been explained to them.
- 19.—They have not as yet saved any money, having only lately arrived.
- 20.—They like the island very well, as far as they can yet judge.
- 21.—They were well treated on board ship, and had sufficient food given to them.

They are all lodged in a large hut for the present; the employer is erecting a good and substantial hospital, and as soon as this is finished, he intends building separate huts for each.

26th February 1839.

THE committee received a letter from Mr. Harris, planter, of the first section of Flacq, informing them that as he had signed the protest under an erroneous impression, he wished them to visit his estate and examine his Indian labourers.

The committee, in reply, informed him, that as they had forwarded the protest to Government they had determined to await the reply.

28th February 1839.

A COMMUNICATION was made to the special judge of the Rivière du Rempart district, to ascertain if the planters intended to protest against the inquiry.

3d March 1839.

HAVING received the reply from Government directing the committee to close their proceedings so soon as they should have visited those estates where no opposition was made by the proprietors, the committee communicated to Mr. Harris their intention of examining the Indians on his estates.

12th March 1839.

Captain Harris's Estate, "Bon Accueil."

- | | |
|---|--|
| <ol style="list-style-type: none"> 1.—47 from Calcutta in 1835. 15 - - ditto - - 1838. 62 Total. 3 Sent back to India. 59 2.—The 47 introduced in 1835 were engaged for Mr. Sampson, and were transferred on their arrival. 3.—Yes. 4.—6 died in 1835. 1 ditto in 1836. 7 Total of deaths. 5.—One sick; one absent. 6.—One. | <ol style="list-style-type: none"> 7.—Not applicable. 8.—None, with the exception of two; all the rest have saved money. The sirdar, Nihal, by his economy and petty trade, has made 600 rupees, and is desirous of settling himself in the island on the expiration of his contract. 9.—No, I have not. 10.—Not to my knowledge. 11.—Not to my knowledge. 12.—Was not aware of this order. 13.—Dr. Alcoq and Dr. Michel; they visit the sick twice a week. 14.—Can command their attendance in an hour. 15.—I am aware of it. 16.—No; I have not had cause of complaint against them. |
|---|--|

Answers by the Indians.

- 1.—Yes, they understand the nature of their engagement.
- 2.—They receive their pay (five rupees) regularly every month.
- 3.—They receive their provisions.
- 4.—They are provided with clothing regularly.
- 5.—They have the usual time (three hours) allowed them for their meals.
- 6.—From daybreak to dusk, when not employed on task-work.
- 7.—100 cane-holes each, which the most active finish by 12 o'clock, and others at 2, 3, and 4 P. M.
- 8.—Weeding is not done by task-work.
- 9.—Are at work from daylight till dusk, the usual time for meals being allowed them.
- 10.—Are never employed on extra labour.
- 11.—They receive medical attendance.
- 12.—Are aware of the clause.
- 13.—They were not aware for whom they were engaged; but since their arrival they have always worked on this estate.
- 14.—They were taken to the police on their arrival here, before coming to this estate.

- 15.—Never are hired out.
- 16.—Are not subjected to personal restraint or punishment.
- 17.—They are aware where to go, in the event of their being punished or aggrieved.
- 18.—No, they have not written, but they will now do so, as the mode of forwarding their letters has been explained to them.
- 19.—An Indian, named Gungadeen, has saved money to the extent of 100 rupees, besides a good silver watch, which he bought for 70 rupees: another man (Sooddeen) shows a receipt for 90 rupees, which he has lent, on interest at 5 per cent., to another Indian in the service of Mr. Latapie.
- The nature of the savings bank has been explained to them.
- 20.—They say, they find the climate superior to that of India, and see no objection to returning here after spending a short time in their own country; and they would recommend their countrymen to come here.
- 21.—They were well treated on board ship.

The men are principally from Ghazee-pore, and a few are from the province of Bengal, Oude, and Gyal.

The hospital is an airy and commodious building, divided into three apartments, for the apprentices, negresses, and Indians; that appropriated to the Indians is capable of accommodating 10 patients, for whom iron bedsteads are provided; their comforts appear to be well attended to, and they expressed themselves well satisfied with their employer. They are luttet like the apprentices. The hospital stoppages authorized by the agreement, in case of sickness, are not put in force by the proprietor.

Having now visited all the estates in this district of Flacq, where no opposition was made to the inquiry, the committee, in conformity with the instructions of Government, do here close their proceedings.

(signed) C. M. Campbell, President.
 J. Villicrs Forbes,
 T. Hugon,
 J. Bury, } Members.

Bon Accuen Estate.

SUMMARY of Agreement between Messrs. Howarth, Hardman & Co., agents for Messrs. Blyth & Co., and Indian Labourers from Calcutta.

- 1.—Period of service, five years.
- 2.—Wages, 5 rupees per month from date of arrival at Mauritius; six months' pay received in advance at Calcutta.
- 3.—To perform all work on a sugar estate: two hours allowed for meals.
- 4.—Medical attendance and medicine provided by master; wages stopped during illness.
- 5.—Two days' wages to be deducted for every day of unlicensed absence. All misunderstandings to be submitted to legal authority.
- 6.—One rupee a month to be detained until a sufficient sum be collected to pay for a return passage, if sent back for misconduct.
- 7.—Right of transfer by mutual consent.
- 8.—Passage, with food, to be provided and paid by the employer, both to and from Mauritius.
- Food per diem.—14 chittacks of rice, 2 chittacks of dhol, 1 oz. of ghee, $\frac{1}{2}$ oz. of salt.
- Clothing per annum.—1 blanket, 2 dhooties, 1 jacket, 1 red cap: 1 wooden or tin plate.

Sir,

Flacq, 16 March 1837.

We have the honour to forward the accompanying circular, which we deemed it proper to send to the planters of the 1st section, in consequence of rumours reaching us that some intended to oppose the inquiry being made on their estates.

We regret having omitted to forward it with the protest, as we think his Excellency the Governor would have been enabled to see, on comparing the signatures of the two documents, that the opposition made was not the spontaneous act of the majority of the proprietors.

We have, &c.

(signed) C. M. Campbell, President.

The Hon. G. F. Dick, Esq.
Colonial Secretary,
Port Louis.

J. Villiers Forbes,
T. Hugon,
J. Bury, } Members.

(Circulaire.)

A Messieurs les Propriétaires de la Première Section au District de Flacq.

Messieurs,

Flacq, le 11 Février 1837.

VOULANT savoir si vous désirez que l'enquête des Indiens se fasse chez vous, je suis chargé par le Comité de vous prier de vouloir bien lui faire connaître votre intention à ce sujet, afin qu'il puisse se rendre chez vous, en vous prévenant du jour.

J'ai, &c.

(signé) C. M. Campbell,
Pour le Comité.

Je consent,
Lebigot.

Je consent,
Em. Larché, pour M. Darifat.

Nous consentons,
Piat.

Oui. Feuillerad: Mons. et Mad. Millien sont absent.

V. Millien.

Je consent.

Pour MM. Charreton, Sornay, et moi.

Enclosure 3, in No. 2.

Continuation of Correspondence with Madras Government relative to Indian Labourers.

The Secretary to Government, Fort St. George.

Colonial Secretary's Office, Port Louis,
30 September 1837.

Sir,

1. I HAVE had the honour to receive and to lay before Governor Sir William Nicolay your letters of the 18th April and 16th May last, giving cover, the former to the draft of an enactment for the better protection of British subjects who may embark from Bengal under engagements to serve as labourers at Mauritius, and the latter enclosing a copy of a communication from the governor of the French establishments in India on the same subject.

2. His Excellency has been much gratified by the attention of the Madras Government to this important matter, and he would see with great satisfaction an enactment of the same nature passed into a law for the natives of India resident within the Presidency of Fort St. George.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

To the Secretary to Government, Fort St. George.

Colonial Secretary's Office, Port Louis,
30 December 1837.

Sir,

1. WITH reference to the several communications addressed to you, on the subject of the introduction into this island of Indian emigrants from Pondicherry, I have now, by his Excellency the Governor's directions, the honour to transmit to you, for the information of the Madras Government, the enclosed copies of two notices lately published here, and to request you will bring to the notice of the Governor of the French settlements, that natives of British India only are admissible at this island.

2. His Excellency the Governor has further directed me to bring to the notice of the Madras Government, that vessels have lately arrived at this port with Indian emigrants embarked

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embarked at Pondicherry; and as they were unaccompanied by any medical attendant, there is but too much reason to apprehend that they were embarked there in the view of evading the regulations in force at ports within the limits of British India.

I have, &c.
(signed) *G. F. Dick,*
Colonial Secretary.

GOVERNMENT NOTICE.

His Excellency the Governor has received intimation that an Act was about to be passed by the Right honourable the Governor General of India in Council, directing, "that no native of India who makes a contract of service to be performed without the territories of the East India Company, shall embark, in pursuance of such contract, at any place within the said territories, without an order from the government of the presidency to which he may be subject, or a permit from an officer authorized to act in that behalf by the Governor in Council of the presidency, if there be a council of that presidency, but, if there be no council, then by the Governor thereof."

His Excellency directs that it may in consequence be notified for general information, that from and after the 1st of February next, natives of India engaged to serve for a term of years in this colony will not be permitted to land here, unless they shall have obtained the permission, as above prescribed, of the government of that part of British India to which they belong; natives of any other part of India not being admissible here.

Colonial Secretary's Office, Port Louis,
30 November 1837.

(signed) *G. F. Dick,*
Colonial Secretary.

GOVERNMENT NOTICE.

His Excellency the Governor, considering it expedient for the interest of the colony to suspend for a time the introduction of Indian labourers, directs it to be notified that, after the close of the present year, no further permissions will be granted for that purpose. A future notice will intimate when such permissions will again be issued.

Colonial Secretary's Office,
9 December 1837.

(signed) *G. F. Dick,*
Colonial Secretary.

(No. 51.)

Sir,

Fort St. George, 15 May 1838.

1. With reference to your letter of the 30th December last, I am directed by the Right honourable the Governor in Council to transmit to you the annexed extract from a letter from the principal collector of South Arcot, dated the 7th instant, and to state that that officer has been authorized to continue the issue of permits to native labourers in cases in which he may be satisfied that the parties shipping obtained permission to do so during last year.

2. His Lordship in council has desired me to request a communication of the sentiments of the Mauritius government as to the correctness of this interpretation of their orders of the 9th December last.

I have, &c.
(signed) *R. Clerk,*
Secretary to Government.

To the Colonial Secretary at Port Louis.

EXTRACT of a Letter from the Principal Collector of South Arcot, dated 7 May 1838.

1. I HAVE the honour to forward a copy of a letter from Mr. A. Vinay, of Pondicherry, requesting that certificates may be issued to a party of labourers engaged to proceed to Mauritius from Pondicherry, by the ship *Ganges*, now waiting to receive them in the roads of that place. Mr. Vinay has laid before me correspondence from his agent in Mauritius, by which it appears that the notice of the Government there, dated the 9th December last, does not restrict the free importation of labourers there, for whose introduction permissions had been issued before the end of the year.

2. It having lately come to my notice that the postmaster at Pondicherry was issuing certificates, I directed him to stop the practice until further reference be made to Government; but, as there now seems, under the explanation given by Mr. Vinay, to be no objection, and in consideration of the expense and inconvenience which might be occasioned by the delay of reference in the case of the *Ganges*, I have requested him to issue certificates as prescribed by the Act xxxi. of 1837, on being satisfied that all the conditions were fulfilled. I have also directed him to receive fees at the rate of one rupee per head for the persons embarked.

3. Mr.

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3. Mr. Vinay informed me that permissions had been given for the admission of 35,000 labourers at the close of last year, but of that number only 15,000 persons had been received up to the 29th of January last.

4. The shipments from Pondicherry in the current year have been as follows:

18 January	-	per George Mary	-	-	-	180
21 January	-	Janet	-	-	-	240
1 February	-	Herefordshire	-	-	-	808
27 February	-	Edward Robinson	-	-	-	240
15 March	-	Dorothy Gales	-	-	-	170
15 March	-	Eliza Jane	-	-	-	160
30 April	-	Gilbert Munro	-	-	-	170
						<hr/> 1,588

And the dispatch of more from this country will be regulated by information received from time to time of the number landed there.

5. Under these circumstances, I request instructions for the future issue of certificates or permits, and also with respect to the amount of the fee to be levied, which, under the Act, is limited to one rupee for each person.

(A true extract.)

(signed) R. Clerk, Secy to Government.

To the Colonial Secretary at Port Louis.

Sir,

Fort St. George, 5 June 1838.

With reference to my letter of the 15th ultimo, I am directed by the Right honourable the Governor in Council to transmit to you the accompanying copy of a further communication from the principal collector of South Arcot, dated 23d idem, and to state that that officer has been instructed to notify to the parties who are shipping labourers for the Mauritius, and are unable to afford proof of the necessary permits having been granted, that this Government do not in any way guarantee the reception of the labourers, and that the shippers act entirely on their own responsibility.

I have, &c.

(signed) R. Clerk, Secy to Government.

To the Chief Secretary to Government, Fort St. George.

Sir,

With reference to the orders of Government contained in the extract from the Minutes of Consultation, under date the 15th instant, I have the honour to forward the enclosed copy of a letter from Mr. Seguin at Pondicherry, from which it appears that the shippers of labourers at Pondicherry for Mauritius have no certain means of proving that permits have been given to their correspondents in that island for their further importation; but as they would not be permitted to land them, unless such permits had been issued before the close of last year, the certainty of the great loss which must occur from their attempting any irregularity, will, I conceive, be a sufficient security against any undue-advantage being taken of the permission now accorded; and, under this impression, I have instructed Mr. Seguin to comply with the application from Mr. De Colons, on the conditions required by act of the legislature.

I have, &c.

(signed) W. Ashton, Principal Collector
in charge of the Special Agent's Dept.

Cuddalore, 23 May 1838.

To the Principal Collector, Southern Division of Arcot, Cuddalore.

Sir,

In acknowledging the receipt of your letter of the 19th, forwarding copy of an extract from the Minutes of Consultation, under date the 15th instant, I have the honour to transmit herewith copy of an application from Mr. De Colons for certificates, together with extracts of letters from the correspondents of that gentleman, showing that permission had been given to them by the Mauritius government before the close of last year for the importation of Coolies into that island. Under such document, I beg to be informed whether I am authorized to grant the certificates required by that gentleman.

I have, &c.

(signed) J. H. Seguin, Postmaster.

Post-office, Pondicherry,
22 May 1838.

(A true copy.)

(signed) W. Ashton, Principal Collector
in charge of the Special Agent's Dept.

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J. Seguin, Esq., Pondicherry.

Sir,

In reference to the letter addressed to you by Mr. Ashton, desiring you to grant certificates when evidence has been shown to you by applicants that permission has been given before the close of last year by the Mauritius government, I beg to say that till now we have not been aware, nor our correspondents, of such document being necessary. My correspondents, being only the agents of the persons who have obtained those permissions, make simply the demands, mentioning very slightly that those individuals have obtained leave to introduce them, as you will perceive by some extracts of letters which I beg to submit to you.

I hope this will prove satisfactory to the British Government; but in three months more we shall be enabled to show the copies of the original permits, having already written for them by the vessel which sailed last. Under these circumstances, which, adding to my having already chartered two vessels for the purpose of conveying the Coolies already engaged, I trust you will obtain to be fully authorized to grant me the desired certificates.

Pondicherry, 21 May 1838.

I have, &c.
(signed) A. F. De Colons.

(A true copy.)
(signed) J. H. Seguin, Postmaster.

(A true copy.)
(signed) W. Ashton, P. C. in charge of the
Special Agent's Department.

(True copies.)
(signed) R. Clerk, Secy to Government.

The Colonial Secretary at Port Louis.

Sir,

Fort St. George, 24 July 1838.

I AM directed by the Right honourable the Governor in Council to transmit, for the information of the Mauritius government, the accompanying returns of labourers exported to the Mauritius from this Presidency since the 1st June 1837, the date on which the legislative enactment, No. 5 of 1837, came into operation, and to state that, under instructions from the Supreme Government, the practice of granting permits to British subjects embarking from Pondicherry, or other foreign settlements, has been discontinued.

I have, &c.
(signed) R. Clerk, Secy to Government.

STATEMENT of the Number of Coolies Exported from Cochin, from 1st June 1837 to the 22d June 1838.

Number of Coolies.	Date of Shipment.	Name of Vessel.	Destination.	Remarks.
24 - -	6 April 1838	Barque Porcupine.	Mauritius - ditto -	- - the Porcupine sailed from Cochin on the 24th May 1838.
19 - -	16 - -	- ditto -	- ditto -	
8 - -	19 - -	- ditto -	- ditto -	
16 - -	24 - -	- ditto -	- ditto -	
12 - -	28 - -	- ditto -	- ditto -	
13 - -	30 - -	- ditto -	- ditto -	
3 - -	1 May -	- ditto -	- ditto -	
14 - -	3 - -	- ditto -	- ditto -	
15 - -	5 - -	- ditto -	- ditto -	
13 - -	7 - -	- ditto -	- ditto -	
12 - -	10 - -	- ditto -	- ditto -	
32 - -	17 - -	- ditto -	- ditto -	
25 - -	18 - -	- ditto -	- ditto -	
7 - -	19 - -	- ditto -	- ditto -	
7 - -	21 - -	- ditto -	- ditto -	
3 - -	22 - -	- ditto -	- ditto -	
4 - -	24 - -	- ditto -	- ditto -	
227 - -	Total.			

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Number of Coolies.	Date of Shipment.	Name of Vessel.	Destination.	Remarks.
36	7 June	Schooner Nimble.	Mauritius	The Nimble is still in the Cochin River.
12	11	ditto	ditto	
8	13	ditto	ditto	
8	14	ditto	ditto	
8	16	ditto	ditto	
7	19	ditto	ditto	
72	Total.			

(signed) D. White,
Acting Joint Magistrate.

STATEMENT showing the Number of Coolies Exported from Pondicherry, from 1st June 1837 to 24th June 1838.

Number of Coolies.	Name of Vessel.	Date of Shipment.	Place of Destination.
244	Samuel Brown	10 June 1837	Mauritius.
165	Euphrasia	31 July	
175	Janet	1 Sept.	
169	Emma	8 Oct.	
206	Edward Robinson	15 Oct.	
342	Earl Grey	18 Oct.	
207	Thomas Blyth	28 Oct.	
136	Euphrasia	10 Nov.	
112	Elizabeth	24 Nov.	
92	Maria	8 Dec.	
58	Victoria	25 Dec.	
163	Eliza Jane	31 Dec.	
175	George and Mary	17 Jan. 1838	
220	Janet	21 Jan.	
508	Herefordshire	1 Feb.	
215	Edward Robinson	27 Feb.	
180	Dorothy Gales	14 March	
164	Emma	20 March	
123	Cervantes	8 April	
189	British Monarch	11 April	
164	Eliza Jane	22 April	
14	Antoinette	22 April	
169	Gilbert Munro	27 April	
207	Ganges	18 May	
202	Ambassador	6 June	
69	Union	14 June	
310	Nerbudda	24 June	
5,058			

(signed) Pycroft,
Markarum, South Arcot, P. Collector's Circuit Catchery, Sub-collector in charge.
11 July 1838.

(No. 1,435.)

Sir,

Fort St. George, 20 August 1838.

I AM directed by the Right Honourable the Governor in Council to transmit to you, for the information of the Mauritius Government, the accompanying statement of Coolies exported from Cochin for the Mauritius, from the 7th June to the 23d July 1838.

I have, &c.

(signed) R. Clerk,
Secretary to Government.

To the Colonial Secretary,
at Port Louis.

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STATEMENT of the Number of Coolies Exported from Cochin from 7th June to 23d July 1838.

Number of Coolies.	Date of Shipment.	Name of Vessel.	Destination.	Remarks.
35	7 June 1838	Schooner Nimble	Mauritius	The Nimble sailed for the Mauritius on the 30th July 1838.
11	11	ditto	ditto	
5	13	ditto	ditto	
3	14	ditto	ditto	
6	16	ditto	ditto	
7	19	ditto	ditto	
4	3 July	ditto	ditto	
1	9	ditto	ditto	
1	11	ditto	ditto	
1	12	ditto	ditto	
1	20	ditto	ditto	
2	21	ditto	ditto	
2	23	ditto	ditto	
81	Total.			

(signed) D. White,
Acting Joint Magistrate.

To the Colonial Secretary, at Port Louis.

Sir,

Fort St. George, 4 September 1838.

WITH reference to my letter of the 20th ultimo, I am directed by the Right Honourable the Governor in Council to transmit to you the accompanying Return of Indian labourers, exported to the Mauritius from the district of Rajahmundry, between the 1st June 1837 and the 25th ultimo.

I have, &c.
(signed) R. Clerk,
Secretary to Government.

STATEMENT of Indian Labourers who have Embarked on board Vessels from the District of Rajahmundry between the 1st of June 1837 and the 25th August 1838.

Date of Embarkation.	Name of Vessel.	Name of Commander.	No. of Labourers.	Place of Destination.
22d March 1838	Bark Lord Elphinstone.	Captain R. H. D. Towle.	200	Mauritius.
14th May	Bark Ganges	Captain Burges	6	Ditto.
25th July	Brig Maria	Captain Loulié	100	Ditto.
20th Aug.	Bark Lord Elphinstone.	Captain R. H. D. Towle.	135	Ditto.
Total			*441	

* Of this number, seven were women engaged as Ayahs.

Zillah Rajahmundry Collector's Office,
Cochanada, 25th August 1838.

(signed) G. Smith,
Collector.

Colonial Secretary's Office, Port Louis,
Mauritius, 5 September 1838.

Sir,

I HAVE his Excellency Lieutenant-general Sir William Nicolay's directions to acknowledge the receipt of your letters of the 15th May and 5th June last, with their enclosures, relative to the difficulties which had arisen in the issue of permits for the embarkation at Pondicherry of native labourers for this island; and to acquaint you that, as the Government notice of the 9th December last was not intended to affect the introduction into this colony of Indian labourers, for whom permissions had been issued previously to the close of last year, the instructions given by the Right Honourable the Governor in Council to the collector

collector of South Arcot, are entirely in accordance with the views and sentiments of this Government.

2. Referring to the communication I had the honour to address to you on the 30th December last, I have his Excellency Sir William Nicolay's directions to bring to the notice of the Madras Government the little attention which seems to be given at Pondicherry to the condition imposed upon all persons obtaining permissions from this Government for the introduction of Indian labourers; viz. "that no native be embarked unless under a certificate of his having been vaccinated, or of his having had the small-pox before leaving India."

3. The neglect of this injunction has in many instances been productive of much delay and inconvenience on the arrival of the Indians at this port, and small-pox having broken out amongst the native labourers per the ship *Nerbuddah*, on the passage from Pondicherry to this island, that vessel has remained in quarantine since her arrival here on the 7th of last month, and the native passengers have not only been subjected to all the inconveniences of confinement during that period, on board a crowded ship, but the public health of this colony has been, and continues to be, endangered from the extensive prevalence of small-pox in a very malignant form amongst the Indian passengers on board that vessel.

4. The case of the passengers per the ship *Nerbuddah* seems to demonstrate the necessity of the strictest attention being paid to the injunctions above adverted to; and the ships *Gilbert Munro* and *Edward Robinson*, from Pondicherry, with Indian emigrants, having, however, certificates of vaccination, had also on their arrival here both to be placed in quarantine, under a suspicion, caused by an eruptive disease among the Indians, of the small-pox being on board these vessels; but they were shortly after released, the disorder having disappeared.

5. His Excellency Sir William Nicolay has directed me to draw the attention of the Right Honourable the Governor in Council of Madras to the extensive emigration of natives of British India from the French settlement of Pondicherry, and to submit whether, if such emigrations should continue to be sanctioned by the Government of Fort St. George, it is not most urgent in the interests of the emigrants that the enactments framed by the Governor General of India for the regulation and general superintendence of all shipments of emigrants at places within the territories subject to the presidency of Fort William should be made equally and effectually applicable to all emigrations of natives of British India from the settlement of Pondicherry.

I have, &c.

To the Chief Secretary to Government,
&c. &c. &c. Madras.

(signed) G. F. Dick,
Colonial Secretary.

The Chief Secretary to Government, Madras.

Sir,

Colonial Secretary's Office, 9 November 1838.

1. I HAVE the honour, by direction of his Excellency the Governor of Mauritius, to transmit to you, for the information of the Honourable the Governor in Council of Madras, the enclosed copy of a letter to the Chief Secretary to the Bengal Government, stating the measures which have been adopted here, pursuant to the desire of the Supreme Government, for inquiring into the state and condition of the Indian labourers who have emigrated to this colony.

2. His Excellency has directed me to request that you will draw the attention of the Honourable the Governor in Council of Madras to the measure proposed in the 4th paragraph for facilitating a free intercourse by letter between the Indians in this island and their families in Bengal, and to submit how desirable it is that a similar arrangement should be adopted at Madras for the exemption from postage of all the letters of the Indians who have emigrated from the territory of the Madras presidency to this island.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

The Secretary to Government, Fort St. George.

Sir,

Colonial Secretary's Office, 6 December 1838.

1. REFERRING to your letter of the 4th September last, giving cover to a return of Indian labourers exported to this island from the district of Rajahmundry, between the 1st June 1837 and the 25th. of August last, I have, by his Excellency the Governor's directions, the honour to transmit to you a return of Indian labourers who have arrived at this port from Coringa, between the 1st June 1837 and the 27th. of November 1838.

2. You will observe that the Indians introduced here in 1837 by the Lord Elphinstone are included in this return, though not entered in the statement received from you.

I have, &c.

(signed) G. F. Dick,
Colonial Secretary.

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Encls. 4, in No. 2.

Enclosure 4, in No. 2.

Correspondence respecting Mr. Merven's Indian Labourers.

Mr. Merven, Pamplemousses.

Sir,
Colonial Secretary's Office, 12 November 1838.
Your attention of his Excellency the Governor has been attracted by the extensive mortality which appears to have prevailed among the Indian labourers attached to your property in the Pamplemousses district, the returns for the present year showing that not fewer than 85 deaths have been declared at the civil commissary's office within the nine months ending on 30th September last; and I have been directed in consequence to acquaint you that his Excellency, considering it necessary that the causes of so extraordinary a mortality should forthwith be inquired into, has been pleased to appoint a committee of medical officers to be assembled for that purpose, and to report thereon for his Excellency's information, to whom it is very desirable that you should afford every assistance and explanation you may have it in your power to offer.

I have, &c.

(signed) G. F. Dick, Colonial Secy.

The Chief Medical Officer.

Sir,
Colonial Secretary's Office, 13 November 1838.
1. His Excellency the Governor having remarked the extensive mortality which has prevailed among the Indian labourers attached to the property of Mr. Merven, of the Pamplemousses district, and considering the number of the deaths declared to have occurred on that property since the commencement of the present year to be such as to call for special and minute investigation as to the causes by which so extensive a mortality may have been produced, I have his Excellency's directions to request that you will assemble a committee of medical officers for the purpose of inquiring into and reporting thereon for the Governor's information.
2. The deaths of the Indians declared to the civil commissary of Pamplemousses amount to 85, between the 1st January and 30th September last.

I have, &c.

(signed) G. F. Dick, Colonial Secy.

A l'Honorable Monsieur G. F. Dick, Secrétaire Colonial, &c. &c. &c.

Monsieur,

Quartier des Pamplemousses, 14 Novembre 1838.

J'ai l'honneur de vous accuser réception de votre lettre du 12 courant, que j'ai reçue hier, 13, après huit heures du soir, au sujet d'une mortalité excessive qui a eu lieu sur mon établissement dans le courant de cette année.

L'explication que je m'empresse à vous donner sur une calamité qui a pesé de tout son poids sur mon établissement est aussi facile que simple: elle a son origine dans le choix déplorable et bien inexplicable des hommes qui ont été engagés à Calcutta pour venir à Maurice comme travailleurs, au lieu d'hommes propres à cette condition, c'est à dire, des laboureurs.

Les six-dixièmes, au moins, des hommes engagés, n'étaient que de malheureux mendians ou vagabonds de la ville de Calcutta, atteints de maladies chroniques, et pour la plupart de maladies de peau cruelles et incurables.

Si je n'avais été mis que par mon propre intérêt au moment de débarquement de ces pauvres malheureux, bien certainement je ne les aurais pas reçus; mais mis par un sentiment d'humanité et de confiance qui se trouve au cœur de l'homme de bien, j'osais espérer! J'accueillis donc et reçus les Indiens engagés qui m'étaient destinés, espérant qu'avec de bons soins et le traitement vraiment paternel qu'ils recevraient sur mon habitation, où j'ose le dire, tout le monde se dit heureux, ils se rétabliraient, et recouvreraient une santé que je ne croyais pas encore perdue. Quel fut donc mon désappointement, et quel dut être mon vif chagrin, lorsque je vis que tous les secours de la médecine, d'un côté, étaient impuissants sur des corps épuisés et sans énergie; et que de l'autre, tous les soins les plus assidus, la nourriture la plus saine, la plus recherchée, et la plus délicate, devenaient inutile pour conserver la vie des malheureux qui, hélas, je le dis en toute vérité, étaient frappés de morts dès en débarquant.

Mon opinion à cet égard est trop fortement et trop invariablement fixée pour que je puisse en changer.

Pour prouver mon assertion, et entraîner la conviction de tous, il n'y aurait besoin que de demander à tous les hommes qui composent mon atelier, Indiens et apprentis, hommes libres, employés et salariés, quels étaient les hommes qui m'ont été envoyés, et l'état épouvantable et malheureux dans lequel ils étaient au moment qu'ils sont arrivés sur mon habitation.

Les

INDIAN LABOURERS IN THE MAURITIUS.

Les Indiens, soi-disants laboureurs engagés pour mon compte, sont arrivés à l'hôpital civil de la Grande Rivière, le 1837. Neuf de ces malheureux périrent dans la traversée, la police mourants à l'hôpital civil de la Grande Rivière, le ne tardèrent pas à mourir. Depuis, dix-neuf Indiens de cette tation, ont été à l'hôpital civil de la Grande Rivière, où j'instant, ils ont reçus tous les soins médicaux imaginables, voyez, Monsieur, les Indiens arrivés par la navire Donn étaient engagés pour mon compte, sont morts partout et en excessive.

Depuis bien des mois déjà j'appelle de tous mes vœux, et j'ai bien nettement, cette commission médicale nommée par son Excellence le Gouverneur, et que vous me faites l'honneur de m'annoncer. Je ne veux rien préjuger de son rapport, mais j'ai l'orgueilleuse présomption de croire et de penser que cette commission, qui n'aura plus sous les yeux que quelques débris de ces squelettes ambulans, qui chaque jour m'environnaient et me représentaient un cimetière et la mort sortant du tombeau, reconnaîtra facilement par l'aspect de ces hommes qui ont résisté après une année de séjour à l'hôpital, soignés et médicamenter convenablement quel devait être l'état épouvantable de ceux qui ont eu le malheur de succomber. Oui, Monsieur, je le dis hardiment, et avec le cœur encore plein d'amertumes, Dieu seul pouvait sauver ces malheureux hommes; il était hors du savoir et de la puissance humaine de le faire.

Il y a déjà et également bien long-temps que j'aurais sollicité de son Excellence le Gouverneur l'enquête la plus minutieuse et la plus consciencieuse sur mon habitation. J'ai trop hautement manifesté cette ferme intention pour qu'on ne soit pas persuadé que si je ne l'ai pas réclamée de la bienveillance, de la justice, et de l'impartialité de l'autorité supérieure de la colonie, c'est par la simple et unique raison que déjà aussi, on parlait d'une enquête générale. J'ai donc dû attendre patiemment et avec résignation que mon tour arrive; et j'ai là en moi quelque chose qui me dit que lorsqu'elle aura eu son exécution, il me sera permis de demander si en aucun lieu un planteur fut plus honoré, plus respecté, et plus aimé de ses serviteurs.

Déjà j'ai pour moi deux précédents qui sont incontestables, et qui militent grandement en faveur de mon établissement, c'est que pendant tout le long protectorat qui a eu lieu, pas une plainte ne s'est élevée contre moi; et depuis trois années que la magistrature spéciale est établie, pas une plainte non plus s'est fait entendre. Il ne reste donc plus que l'épreuve des Indiens laboureurs attachés à mes habitations, ils vont être entendus. Avant que de finir cette longue lettre, dans laquelle j'ai cru devoir à mon caractère et à ma longue vie d'épreuves, d'entrer en quelques détails, permettez moi, Monsieur, de vous donner l'assurance que de tous les hommes qui sont morts, à l'exception de quatre à cinq, pas un seul n'est sorti de la cour, et n'a été employé au travail d'habitation; et de vous faire remarquer en fixant votre attention sur un point essentiel surtout, c'est que pas un homme n'est enterré sur mon habitation, que tous sont portés au cimetière des Pamplemousses; et que chaque décès qui a lieu sur mon habitation, est déclaré à Monsieur le Commissaire Civil de mon quartier dans les vingt-quatre heures, en présence de deux témoins, et que ce n'est que sur le permis de ce magistrat qu'on enterré.

J'ai, &c.

(signé) Mervin.

The Honourable the Colonial Secretary.

Sir,

Medical Department, 14 November 1838.

I HAVE the honour to acknowledge the receipt of your letter of the 13th instant, informing me that his Excellency the Governor is pleased to direct that a board of medical officers shall be assembled for the purpose of inquiring into and reporting upon the extensive mortality that has occurred amongst the Indians employed on the estate of Mr. Mervin, of the Pamplemousses district. In order that the directions of his Excellency should be complied with, the various reports and statements connected with the mortality that has taken place amongst the Indians on the property of Mr. Mervin should be laid before the board, also the report of the medical gentleman who has had the charge of these Indians; it will be likewise necessary that the board should know the sources from which they will be authorized to collect information on the various points connected with the inquiry, whether from the proprietor of the estate, or the magistrate, or other responsible persons.

I have, &c.

(signed) Griff. Jones,
Chief of the Medical Department.

The Chief Medical Officer.

Colonial Secretary's Office, 15 November 1838.

I HAVE had the honour to lay before the Governor your letter of yesterday, relative to the medical committee which his Excellency had directed to be held at Pamplemousses, and I am instructed to acquaint you that Mr. Mervin, to whom intimation was given of the intended

ford the committee all such assistance and information of the investigation, which you will perceive that he is of his answer. He will, of course, have the medical aim to the committee the causes of the great loss of

b. instructed to afford you also on his part, whatever may come from him respecting the subject of your inquiry.

3. Annexed you will find a memorandum of the mortality among the Indians on Mr. Merven's estate, which is the only information that the Governor is in possession of in regard to this matter; and his Excellency is of opinion that the committee should avail themselves of every source of information which may present itself during the progress of the inquiry, so as to be enabled to come to a satisfactory conclusion on the causes which have occasioned so many deaths in so short a time on that estate.

I have, &c.

(signed) *G. F. Dick*, Colonial Secretary.

The Civil Commissary of Pamplemousses.

Sir,

Colonial Secretary's Office, 15 November 1838.

His Excellency the Governor having directed that a committee of medical officers should be appointed for the purpose of inquiring into and reporting upon the causes of the extensive mortality which has taken place among the Indian labourers on Mr. Merven's estate in the Pamplemousses district, I have his Excellency's directions to request that you will attend at the inquiry to be held on the estate, and that you will furnish the gentlemen of the committee with such information as you may be able to afford on the various points which may come within the scope of their inquiry.

I have, &c.

(signed) *G. F. Dick*, Colonial Secretary.

The Honourable the Colonial Secretary.

Sir,

Medical Department, 16 November 1838.

In acknowledging the receipt of your letter of the 15th instant, and its enclosure, from Mr. Merven, I have the honour to state that a written report should be made out by the medical gentleman who had charge of the Indians on Mr. Merven's estate during the period that the great mortality prevailed amongst them, for the information of the medical committee.

The name of the medical attendant is not stated in any of the letters which have reached me, otherwise I should have communicated directly with him.

I have, &c.

(signed) *Griff. Jones*,
Chief of the Medical Department.

Mr. Merven.

Sir,

Colonial Secretary's Office, 16 November 1838.

The chief medical officer having represented the necessity of his being furnished, for the information of the medical committee who have been appointed to inquire into the causes of the extensive mortality which has occurred among the Indians on your estate, with a written report made out by the medical gentleman who had charge of the Indians on your property at the period when the great mortality prevailed amongst them, I have therefore the honour to request that you will call upon the medical officer in charge of the Indians on your estate at the period alluded to, to prepare and transmit at his earliest convenience, the report called for by the chief medical officer.

I have, &c.

(signed) *G. F. Dick*, Colonial Secretary.

A l'Honorable *G. F. Dick*, Secrétaire Colonial.

Monsieur,

Pamplemousses, 18 Novembre 1838.

J'ai l'honneur de vous adresser ci-joint, ainsi que vous me le demandez par votre seconde lettre du courant, le rapport de Monsieur Bouchor, docteur en médecine, médecin attaché à mon établissement, qui a traité les Indiens qui me sont arrivés par la Donna Pascoa pendant tout le cours de cette année, et pendant toute la malheureuse période de l'excessive mortalité qui y a eu lieu.

J'ai, &c.

(signed) *Merven*.

INDIAN LABOURERS IN THE

Je soussigné Docteur en Médecine, médecin de l'hôpital demande qui m'a été adressé de donner les renseignements à la commission médicale chargée de rechercher le qui a eu lieu depuis un an sur l'établissement de M. 1 positions suivantes :

1. Cette mortalité excessive a frappé les Indiens nouvel même espace de temps, la mortalité n'a pas dépassé ses autres Indiens attachés au même établissement, ni sur les

2. Cette mortalité excessive a été due à l'état déplorable arrivés. Tous étaient maigres, et ont annoncé dès les profondément altérée; presque tous étaient couverts de la tées de tous les genres. Un grand nombre avaient en plus ou moins anciennes.

3. Déjà pendant la courte durée de leur traversée, ils sont morts en mer et six à l'hôpital de la Grande Rivière, o débarquement. Cependant aucune épidémie n'a été observée et sa navigation n'a été marquée par aucun accident.

4. En raison de ces circonstances (s. 2) qui m'ont fra, j'aurais fortement conseillé à Mr. Mervin de ne pas les prescrit de les soigner au plus vite. Je prévoyais des res dant j'avoue qu'ils ont été encore pire que je ne prévoyais avait été excessivement fatigante, et j'attribuais trop à cet

5. Il en entraient communément cinq à six par jour à l Mervin, ceux qui en sortaient guéris rechutaient très sou nous avons eu un mouvement de 60 à 80 malades à la fois d'entr'eux, on ne peut plus gravement malades, la totali faiblesse excessive, et d'un aspect hideux.

6. Presque tous ceux qui sont morts ont succombé à la phthisie pulmonaire ou au cours de ventre, ou à ces deux maladies réunies; assez souvent d'autres maux venaient encore compliquer ceux là; ainsi le même homme a eu en même temps avant de mourir, le corps couvert de dartres, la dysenterie, la phthisie pulmonaire, des abcès, les yeux perdus par l'ophtalmie virulente, et enfin la gangrène qui a tout fini.

7. Voici comment l'affection que j'ai vaguement désignée par le mot cours de ventre se comportait; après avoir vu long temps le pouls fréquent et petit, la peau sèche, une grande faiblesse de tête, des douleurs et des fourmillements dans les jambes et les pieds, une soif inextinguible, un amaigrissement croissant, avec état stationnaire ou brusque diminution des dartres, il se déclarait un cours de ventre abondant, jaunâtre, excessivement fétide, accompagné ou non de teinte sanglante et de muscosités; il se prolongeait plusieurs semaines avant d'occasionner la mort, beaucoup n'ont succombé qu'à la second et troisième recidive; il en est qui en ont eu jusqu'à cinquième; souvent ceux chez lesquels on réussissait à arrêter le cours de ventre, continuaient à avoir une fièvre lente, l'affaiblissement général, et le marasme n'en continuaient pas moins leurs progrès.

8. Dans le dernier mois peu ont succombé au cours de ventre, mais presque tous à la phthisie pulmonaire; c'est ce qui a rendu les mortalités si nombreuses en Août et Septembre. Tous ces hommes étaient malades depuis leur arrivée.

9. Une vingtaine ont eu des ophtalmies graves; des ulcérations à la cornée; des abcès à la cornée; chez plusieurs l'ophtalmie a commencé par le centre du globe; l'œil alors s'est rempli de pus intérieurement en trois ou quatre jours; je n'ai pas besoin de dire que ces derniers sont devenus aveugles, mais ils ont succombé plus tard à la phthisie pulmonaire ou au cours de ventre.

10. Plusieurs, outre les maux ci-dessus mentionnés, avaient la lèpre; tous ceux-là sont morts. (Je ferai remarquer à cette occasion qu'on reçoit assez souvent des Indiens lepreux à Maurice.)

11. A peu près tous ces Indiens étaient galeux.

12. La syphilis constitutionnelle a compliqué l'état de la majeure partie de mes malades.

13. J'ai déjà parlé des dartres soit syphilitiques, soit de toute autre nature qui couvraient une partie du corps de tous ces hommes.

14. Une chose remarquable qui laissait voir toute l'étendue du délabrement de la constitution de ces malheureux Indiens, c'était l'aspect que prenaient leurs plaies les plus simples; elles donnaient une suppuration presque interminable, ou même étaient frappées d'une gangrène dont rien n'arrêtait les progrès; plusieurs en sont morts. J'ai vu chez un homme qui avait pris deux grains de calomelas et huit de rhubarbe par jour pendant trois jours, la salivation survenir et se terminer par la gangrène des gencives et des joues.

15. Un autre fait remarquable sur le même point de vue, c'est la salivation que déterminaient le plus souvent les préparations mercurielles aux plus petites doses. Je m'assurais avant de les administrer qu'il n'y avait pas de scorbut.

16. Un seul des malades appartenant à la catégorie qui m'occupé a succombé à une maladie aiguë; c'était une pleuro-pneumonie. Tous les autres qui ont péri, ont succombé dans le marasme à des maladies chroniques.

17. Je vais énumérer une partie des genres de médication qui ont été employés en ai grand nombre sur ces hommes. 1°. Pour les maladies de peau; bains simples, bains de mer, bains sulfureux, lotions alcalines et savonneuses, bains et lotions de plantes dépuratives; frictions avec pommades de sulfures de chaux, de potasse, soufre combiné à des mercures, d'autres substances; goudrons de tisanes dépuratives d'une foule de plantes, préparations

IDENTIFICATION OF SUBJECTS ON

[illegible]

n'efforçais de réunir ces petites ambulances, un certain soir petite de la messe que j'avais à traiter, a été reçu et

rainte Rivière. Je suis persuadé d'avance, sans connaître l'opinion du médecin en chef de cet établissement, qu'il aura du faire sur les Indiens de la Dona Passa, des observations analogues aux miennes. Je ne connais encore que les résultats de sa pratique, ils n'ont pas été plus heureux que les miens, il me paraît impossible qu'il en soit autrement.

(signed) Bonchac, D. M. P.

Parralchmoussa, le 18 Novembre 1988

The Chief Medical Officer

Colonial Secretary's Office, 20th November 1838.

Sir,

The medical officer in charge of the Indian labourers on Mr. Mervin's estate, during the period of the great mortality among the Indians there, having been called upon, as suggested in your letter of the 16th instant, for a report as to the causes which may have led to such extensive mortality, I have now, by his Excellency the Governor's directions, the honour to transmit to you, for the information of the committee of inquiry, a copy of his report.

I Love &c.

(signed) G. F. Disk, Colonial Secretary

Medinal Department, Port Louis,
30 November 1889.

U. J. C. 24

I have the honour to forward the proceedings of the medical committee, held by order of his Excellency the Governor, to investigate into and report upon the causes which may have produced the great mortality during the last year amongst the Indians attached to the estate of Mr. Maeren, at Pamplicoossee.

I have &c.

(signed) *Griff Jones*
Chief of the Medical Dept.

To the Honourable the Colonial Secretary,

CC-CC-CC

PROCEEDINGS of a Board of Medical Officers, held by order of His Excellency the Governor, to investigate into and report upon the causes which may have produced the great mortality amongst the Indians attached to the estate of Mr. Mervin, at Pamplico-
mussens.

The Chief Medical Officer

Dr. Poupinel, M. D.

D. Rogers, Esq., Surgeon of Prisons,



1990

The Board having met, and another considered the statement No. 2, of the Indian, the government of the estate, and of Dr. Baughy No. 2, the medical attendant, then proceeded to Pamplona, and having minutely examined the state of the Indian now employed on the estate, his sick in hospital, and having afterwards visited the camp, as it is called, where these Indians are housed, and having succeeded to collect all the necessary information with regard to the state generally of the establishment of situation, supply of water, the mode of clothing the Indians, and the provisions and fuel.

